

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Amerquest Mortgage Company		09/01/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Citi Residential Lending Inc.
Street Address:	1 City Blvd. West
Internal Address:	Suite 1500
City:	Orange
State/Country:	CALIFORNIA
Postal Code:	92868
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	76468617	AMC
Serial Number:	76620945	AMC MORTGAGE SERVICES
Serial Number:	76477448	AMC WHOLESALE
Serial Number:	76278896	BILL COLLECTING DOESN'T HAVE TO BE LIKE THIS.
Serial Number:	76278851	NO FAKE CHECKS.
Serial Number:	76653617	ORGULLOSO PATROCINADOR DEL SUENO AMERICANO
Serial Number:	76477445	TOWN & COUNTRY TITLE SERVICES, INC.
Serial Number:	76278856	WE CAN HELP YOU HELP YOUR CUSTOMERS.
Serial Number:	76505264	YES. WE ARE FAST...GUARANTEED.

CORRESPONDENCE DATA

Fax Number: (212)735-2000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-735-3000

CH \$240.00 76468617

Email: mmcguire@skadden.com
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1: Four Times Square
Address Line 2: Attn: Evan Burnstein, Esq.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	525360/983
NAME OF SUBMITTER:	Evan Burnstein
Signature:	/egb/
Date:	09/19/2007

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Trademark Assignment") is dated as of September 1, 2007, by and between Ameriquest Mortgage Company (the "Assignor"), and Citi Residential Lending Inc., a Delaware corporation (the "Assignee").

WHEREAS, ACC Capital Holdings Corporation, Argent Mortgage Company LLC, AMC Mortgage Services, Inc. and Assignor (collectively, including their respective subsidiaries, the "Sellers"), and Citigroup Financial Products Inc., a Delaware corporation (the "Buyer") entered into that certain Transaction Agreement, dated as of February 27, 2007 (as amended, the "Transaction Agreement"), pursuant to which, among other things, Sellers agreed to sell the Acquired Assets to Buyer or its designee;

WHEREAS, Assignor owns all right, title and interest in and to the trademarks set forth on Schedule A, all variants thereof, all goodwill associated therewith and symbolized thereby, and all applications and registrations in connection therewith (collectively, the "Trademarks");

WHEREAS, The Trademarks are Acquired Assets, and Buyer has designated Assignee to receive the Trademarks;

WHEREAS, Assignor desires to assign, and Assignee desires to receive, all of Assignor's right, title and interest in and to the Trademarks; and

WHEREAS, Assignor and Assignee desire to execute this Trademark Assignment for recordation of such assignment with the United States Patent and Trademark Office.

NOW, THEREFORE, In consideration of the foregoing, the Agreements, and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all right, title and interest in and to the Trademarks, free and clear of all Encumbrances other than Permitted Encumbrances.

2. Further Assurances. After the Closing Date, Assignor shall from time to time (i) do such acts and execute and deliver, at the reasonable request of Assignee, such additional documents and instruments as may be necessary or desirable to give effect to the provisions and the intent of this Trademark Assignment and to permit Assignee to be duly recorded as the registered owner of the rights hereby conveyed and (ii) provide whatever documents or other evidence of ownership as may be reasonably requested by Assignee to confirm Assignee's ownership of the Trademarks.

3. Binding Effect. This Trademark Assignment shall be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

4. Definitions. Any capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Transaction Agreement.

5. Governing Law. This Trademark Assignment shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to the Laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of New York (other than Section 5-1401 of the New York General Obligations Law).

6. Counterparts. This Trademark Assignment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. This Trademark Assignment may be executed by facsimile signature and a facsimile signature shall constitute an original for all purposes.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR:

AMERIQUEST MORTGAGE COMPANY

By: *John P. Gu...*
Its: EVP

ASSIGNEE:

CITI RESIDENTIAL LENDING INC.

By: *Jeffrey...*
Its: Senior Vice President

Schedule A

Trademarks

MARK	REGISTRATION NO.
AMC	76/468,617
AMC MORTGAGE SERVICES	76/620,945
AMC WHOLESALE	76/477,448
BILL COLLECTING DOESN'T HAVE TO BE LIKE THIS	76/278,896
NO FAKE CHECKS	76/278,851
ORGULLOSO PATROCINADOR DEL SUENO AMERICANO	76/653,617
TOWN & COUNTRY TITLE SERVICES, INC.	76/477,445
WE CAN HELP YOU HELP YOUR CUSTOMERS	76/278,856
YES. WE ARE FAST ... GUARANTEED.	76/505,264