

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ACC Capital Holdings Corporation		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: 17

Property Type	Number	Word Mark
Serial Number:	76636819	AMC MORTGAGE SERVICES
Serial Number:	76661360	AMC PAYMENT DRAFT
Serial Number:	76646550	BEYOND THE FENCE
Serial Number:	76647978	BRINGING CONVENIENCE TO YOUR DOORSTEP
Serial Number:	76656055	EL NIVEL SIGUIENTE EN LA ADMINISTRACION DE PRESTAMOS
Serial Number:	76648060	EL SERVICIO QUE USTED DESEA, LA ATENCION AL CLIENTE QUE USTED MERECE.
Serial Number:	76657076	IF YOU'RE LOOKING, LOOK TO AMC!
Serial Number:	76657082	IF YOU'RE LOOKING...LOOK TO AMC!
Serial Number:	76647983	MANAGE YOUR MORTGAGE WITHOUT SACRIFICING YOUR TIME
Serial Number:	76648064	MANEJE SU HIPOTECA SIN SACRIFICAR SU TIEMPO
Serial Number:	76649422	MI AMC PRÉSTAMO

CH \$440.00 76636819

Serial Number:	76648649	MY AMC LOAN
Serial Number:	76646551	NEW NAME SAME GREAT CUSTOMER CARE
Serial Number:	76648482	NOMBRE NUEVO EL MISMO MAGNÍFICO SERVICIO AL CLIENTE
Serial Number:	76648061	NUESTRAS PUERTAS ESTAN SIEMPRE ABIERTAS
Serial Number:	76636822	THE NEXT LEVEL IN LOAN SERVICING
Serial Number:	76647979	THE SERVICE YOU WANT, THE CUSTOMER CARE YOU DESERVE.

CORRESPONDENCE DATA

Fax Number: (212)735-2000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-735-3000
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
source=Trademark Assignment-ACC#page1.tif
source=Trademark Assignment-ACC#page2.tif
source=Trademark Assignment-ACC#page3.tif
source=Trademark Assignment-ACC#page4.tif

TRADEMARK ASSIGNMENT

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

WHEREAS, Ameriquest Mortgage Company, 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).

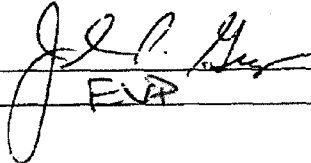
6. Counterparts. This Trademark Assignment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. This Trademark Assignment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

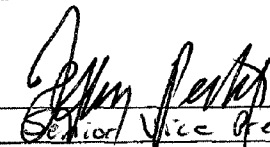
ASSIGNOR:

ACC CAPITAL HOLDINGS
CORPORATION

By: 
Its: EVP

ASSIGNEE:

CITI RESIDENTIAL LENDING INC.

By: 
Its: Senior Vice President

Schedule A

Trademarks

MARK	REGISTRATION NO.
AMC MORTGAGE SERVICES AND PICKET FENCE AND DESIGN	76/636,819
AMC PAYMENT DRAFT	76/661,360
BEYOND THE FENCE	76/646,550
BRINGING CONVENIENCE TO YOUR DOORSTEP	76/647,978
EL NIVEL SIGUIENTE EN LA ADMINISTRACION DE PRESTAMOS	76/656,055
EL SERVICIO QUE USTED DESEA, LA ATENCION AL CLIENTE QUE USTED MERECE.	76/648,060
IF YOU'RE LOOKING, LOOK TO AMC!	76/657,076
IF YOU'RE LOOKING ... LOOK TO AMC!	76/657,082
MANAGE YOUR MORTGAGE WITHOUT SACRIFICING YOUR TIME	76/647,983
MANEJE SU HIPOTECA SIN SACRIFICAR SU TIEMPO	76/648,064
MI AMC PRESTAMO	76/649,422
MY AMC LOAN	76/648,649
NEW NAME, SAME GREAT CUSTOMER CARE	76/646,551
NOMBRE NUEVO. EL MISMO MAGNIFICO SERVICIO AL CLIENTE	76/648,482
NUESTRAS PUERTAS ESTAN SIEMPRE ABIERTAS	76/648,061
THE NEXT LEVEL IN LOAN SERVICING	76/636,822
THE SERVICE YOU WANT, THE CUSTOMER CARE YOU DESERVE	76/647,979