

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Residential Funding Company, LLC		06/04/2008	LIMITED LIABILITY COMPANY: DELAWARE
GMAC Mortgage, LLC		06/04/2008	LIMITED LIABILITY COMPANY: DELAWARE
Residential Capital, LLC		06/04/2008	LIMITED LIABILITY COMPANY: DELAWARE
Homecomings Financial, LLC		06/04/2008	LIMITED LIABILITY COMPANY: DELAWARE
GMAC-RFC Holding Company, LLC		06/04/2008	LIMITED LIABILITY COMPANY: DELAWARE
GMAC Residential Holding Company, LLC		06/04/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, N.A.
Street Address:	625 Marquette Avenue N9311-10
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55479
Entity Type:	INC. ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 69

Property Type	Number	Word Mark
Serial Number:	78601736	EQUITYWISE
Serial Number:	76546683	HOME COMMAND
Serial Number:	75278616	DITECH
Serial Number:	78559960	105 SELECT
Serial Number:	76434684	DITECH.COM YOUR MORTGAGE SOLUTION. DELIVERED.
Serial Number:	76434953	I LOST ANOTHER LOAN TO DITECH

CH \$1740.00 78601736

Serial Number:	75401660	GLORIA NILSON
Serial Number:	78106868	DITECH.COM YOUR 24/7 MORTGAGE SOLUTION
Serial Number:	76494789	SERVICE YOU DESERVE. PEOPLE YOU TRUST.
Serial Number:	75604188	DITECH.COM
Serial Number:	76463368	CALDIRECT HOME LOANS
Serial Number:	76492563	HOMESTRENGTH
Serial Number:	76515655	DITECH.COM - SPEED GUARANTEED
Serial Number:	76579265	BUILDERPOWER
Serial Number:	76579614	CALDIRECT
Serial Number:	76580149	DITECH RACING
Serial Number:	76603778	DITECH.COM HOME LOANS
Serial Number:	76603959	DITECH.COM HOME LOANS
Serial Number:	76579639	MOVE IN AMERICA
Serial Number:	76579638	MOVE IN AMERICA
Serial Number:	76527153	TRUSTED ADVISOR, SKILLED NEGOTIATOR, AND EXPERT FACILITATOR
Serial Number:	76627771	P PREMIER SERVICE
Serial Number:	78566421	TRUSTED ADVISOR
Serial Number:	78646165	DITECH AT WORK
Serial Number:	78855597	PACIFIC UNION
Serial Number:	78656722	BUYLINE
Serial Number:	78635792	ONESTOP HOMEOWNERSHIP SERVICES
Serial Number:	78542966	GHS MORTGAGE
Serial Number:	76593441	DITECH.COM FREEDOM LOAN
Serial Number:	76597261	GO FAST
Serial Number:	78566539	EXPERT FACILITATOR
Serial Number:	78917057	DITECH ESIGNATURE
Serial Number:	78883555	REAL LIFE. REAL SOLUTIONS.
Serial Number:	78887861	DITECH GUARANTEE
Serial Number:	78679328	DITECH MORTGAGE SOLUTIONS
Serial Number:	78742599	HOME REWARDS
Serial Number:	78113601	HOME DREAMS ONLINE
Serial Number:	78127454	BUILDER POWER
Serial Number:	76495996	CAL DIRECT HOME LOANS
Serial Number:	76560776	PATHWAYS

Serial Number:	76561220	THE HOMESTRETCH PLAN
Serial Number:	76586655	CUOTA UNICA DITECH
Serial Number:	76586659	SMARTWATCH
Serial Number:	76492773	HOMEFLEX
Serial Number:	76576481	DITECH FLAT FEE
Serial Number:	76598815	SETTLE AMERICA
Serial Number:	76586657	BORRON Y CUENTA NUEVA
Serial Number:	78113668	HELPING YOU MANAGE THE INVESTMENT IN YOUR HOME
Serial Number:	76610623	FLEXSELECT
Serial Number:	76560283	POWER PUNCH
Serial Number:	76575312	DITECH-1
Serial Number:	78622953	LA ÚLTIMA PALABRA EN PRÉSTAMOS
Serial Number:	78623519	CLOSE FOR A CAUSE
Serial Number:	76609555	WAREHOUSE EXPRESS
Serial Number:	74279689	HOMECOMINGS
Serial Number:	76494788	PREMIER SERVICE
Serial Number:	78855608	PACIFIC UNION ADVANTAGE
Serial Number:	78566532	SKILLED NEGOTIATOR
Serial Number:	78797825	FLEXPAT
Serial Number:	78923245	SUPPLIER DIRECT
Serial Number:	78923210	SUPPLIER DIRECT
Serial Number:	76576712	P
Serial Number:	77127127	KEYCHAIN ALLIANCE
Serial Number:	78139312	QUICKWISE
Serial Number:	74348910	GOAL LINE
Serial Number:	74713806	GOAL LOAN
Serial Number:	78023446	LINE@PRIME
Serial Number:	74275769	RFC
Serial Number:	78096942	ALTERNET

CORRESPONDENCE DATA

Fax Number: (212)735-2000

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 735-2558

Email: sshelden@skadden.com, smarquez@skadden.com

Correspondent Name: Seth V. Shelden

Address Line 1: Four Times Square
Address Line 2: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 4: New York, NEW YORK 10036-6522

ATTORNEY DOCKET NUMBER:	116710/1
NAME OF SUBMITTER:	Seth V. Sheldon
Signature:	/Seth V. Sheldon/
Date:	06/12/2008

Total Attachments: 14

source=RFC-GMAC 1st tmk agrmt#page1.tif
source=RFC-GMAC 1st tmk agrmt#page2.tif
source=RFC-GMAC 1st tmk agrmt#page3.tif
source=RFC-GMAC 1st tmk agrmt#page4.tif
source=RFC-GMAC 1st tmk agrmt#page5.tif
source=RFC-GMAC 1st tmk agrmt#page6.tif
source=RFC-GMAC 1st tmk agrmt#page7.tif
source=RFC-GMAC 1st tmk agrmt#page8.tif
source=RFC-GMAC 1st tmk agrmt#page9.tif
source=RFC-GMAC 1st tmk agrmt#page10.tif
source=RFC-GMAC 1st tmk agrmt#page11.tif
source=RFC-GMAC 1st tmk agrmt#page12.tif
source=RFC-GMAC 1st tmk agrmt#page13.tif
source=RFC-GMAC 1st tmk agrmt#page14.tif

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Lender Parties to enter into the Loan Agreement and to make Loans to the Borrowers pursuant to the Loan Agreement, each Grantor agrees, for the benefit of each Lender Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt payment in full in cash and performance of all Obligations, each Grantor hereby pledges to the First Priority Collateral Agent for the benefit of the Lender Parties, and grants a continuing security interest to the First Priority Collateral Agent for the benefit of the Lender Parties in all of the following property, whether now or hereafter existing or acquired by such Grantor (the "Trademark Collateral"):

(a) (i) all of its trademarks, service marks, business names, trade names, designs, logos, and/or other source and/or business identities and the goodwill of the business relating thereto, and all registrations or applications for registrations which have heretofore been or may hereafter be issued thereon throughout the world, including those referred to in Schedule I hereto (collectively referred to as the "Trademark Collateral");

(b) all trademark licenses for the grant by or to the Grantor of any right to use any Trademark Collateral; and

(c) all Proceeds of the foregoing, including (to the extent not covered in the defined term "Proceeds") any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark Collateral, or any registration or license related to the Trademark Collateral, or for any injury to the goodwill associated with the use of any Trademark Collateral or for breach or enforcement of any license related to any Trademark Collateral and all rights corresponding thereto throughout the world;

provided that, notwithstanding the foregoing, "Trademark Collateral" shall not include (i) any asset, including any account, note, contract, lease, financing arrangement, general intangible, equity investment, interests in joint ventures or other agreement to the extent that the grant of a security interest therein would violate applicable Requirements of Law, result in the invalidation thereof or provide any party thereto with a right of termination with respect thereto (in each case, after giving effect to applicable provisions of the UCC and other applicable Requirements of Law and principles of equity) or (ii) any trademark applications filed in the United States Patent and Trademark Office on the basis of such Grantor's "intent-to-use" such trademark, unless and until acceptable evidence of use of the trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.) to the extent that granting a lien in such trademark application prior to such filing would adversely affect the enforceability or validity of such trademark application.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of the First Priority Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the First Priority Collateral Agent for the benefit of the Lender Parties under the Security Agreement. The Security Agreement (and all rights and remedies of the First Priority Collateral Agent and the Lender Parties thereunder) shall remain in full force and effect in accordance with its terms. In the event of irreconcilable differences between this Agreement and the Security Agreement, the Security Agreement shall control.

SECTION 4. Release of Liens. The security interests granted herein shall terminate and release:

(a) in accordance with Section 12.11 of the Loan Agreement; and

(b) upon the payment of all Obligations in full in cash and the termination of all Commitments in accordance with the Loan Agreement, the security interests granted herein shall automatically terminate with respect to the Trademark Collateral. Upon any such termination, the Lender Agent will, at the Grantors' joint and several expense, cause the First Priority Collateral Agent to deliver to the relevant Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the First Priority Collateral Agent hereunder, and execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the First Priority Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Facility Document. This Agreement is a Facility Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 8. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES (BUT WITH REFERENCE TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW, WHICH BY ITS TERMS APPLIES TO THIS AGREEMENT).

* * * * *

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

RESIDENTIAL FUNDING COMPANY, LLC,
as Grantor

By: M. White
Name: Melissa White
Title: Assistant Treasurer.

17513669 08048307

TRADEMARK
REEL: 003794 FRAME: 0964

GMAC MORTGAGE, LLC,
as Grantor

By: *Melissa White*
Name: *Melissa White*
Title: *Assistant Treasurer*

17513869 08048307

RESIDENTIAL CAPITAL, LLC,
as Grantor

By: 

Name: John M. Peterson

Title: Assistant Treasurer

1751369 08048307

TRADEMARK
REEL: 003794 FRAME: 0966

HOMEcomings FINANCIAL, LLC.
as Grantor

By: Melita
Name: Melissa White
Title: Assistant Treasurer.

17513869 08048307

GMAC-RFC HOLDING COMPANY, LLC.
as Grantor

By: *Melissa White*
Name: *Melissa White*
Title: *Assistant Treasurer*

1
1
1
1
1

GMAC RESIDENTIAL HOLDING COMPANY, LLC,
as Grantor

By: *M White*
Name: *Melissa White*
Title: *Assistant Treasurer*

875 83869 08042307

GMAC, LLC,
as Lender and Lender Agent

By: David C. Walker
Name: David C. Walker
Title: Group Vice President & Treasurer

17513569 08048807

TRADEMARK
REEL: 003794 FRAME: 0970

WELLS FARGO BANK, N.A.,
as First Priority Collateral Agent

By: _____

Name:

Title:

Nicholas D. Tally
NICHOLAS D. TALLY
VICE PRESIDENT

17513866 08048207

TRADEMARK
REEL: 003794 FRAME: 0971

Trademarks

Serial No.	Mark	Owner	Filing Date	Status	Reg. No.	Reg. Date
78601736	EQUITYWISE	GMAC MORTGAGE LLC		Allowed		
76546683	HOME COMMAND	GMAC MORTGAGE LLC	2003/09/24	Allowed		
75278616	DITECH	GMAC MORTGAGE LLC	1997/04/21	Registered	2158800	1998/05/19
78539960	195 SELECT	GMAC MORTGAGE LLC	2005/02/03	Registered	3298930	2007/09/25
76434684	DITECH.COM - YOUR MORTGAGE SOLUTION DELIVERED	GMAC MORTGAGE LLC	2002/07/26	Registered	2721143	2003/06/03
76434953	I LOST ANOTHER LOAN TO DITECH	GMAC MORTGAGE LLC	2002/07/26	Registered	2721148	2003/06/03
75401660	GLORIA NILSON	GMAC MORTGAGE LLC	1997/12/08	Registered	2245688	1999/05/18
78106868	DITECH.COM - YOUR 24/7 MORTGAGE SOLUTION	GMAC MORTGAGE LLC	2002/02/05	Registered	2702661	2003/04/01
76494789	SERVICE YOU DESERVE. PEOPLE YOU TRUST.	GMAC MORTGAGE LLC	2003/03/06	Registered	2808239	2004/01/27
75604188	DITECH.COM	GMAC MORTGAGE LLC	1998/12/09	Registered	2696027	2003/03/11
76463368	CALDIRECT HOMES LOANS	GMAC MORTGAGE LLC	2002/10/31	Registered	2846071	2004/05/25
76492563	HOMESTRENGTH	GMAC MORTGAGE LLC	2003/02/26	Registered	2846225	2004/05/25
76513655	DITECH.COM - SPEED GUARANTEE	GMAC MORTGAGE LLC	2003/05/20	Registered	2861149	2004/07/06
76579265	BUILDER POWER (& DESIGN)	GMAC MORTGAGE LLC	2004/03/05	Registered	2927621	2005/02/22
76579614	CALDIRECT	GMAC MORTGAGE LLC	2004/03/08	Registered	2928628	2005/03/01
76580149	DITECH RACING	GMAC MORTGAGE LLC	2004/03/10	Registered	2928640	2005/03/01
76603778	DITECH.COM HOME LOANS	GMAC MORTGAGE LLC	2004/07/23	Registered	2928647	2005/03/01
76603959	DITECH.COM HOME LOANS (& DESIGN)	GMAC MORTGAGE LLC	2004/07/26	Registered	2928648	2005/03/01
76579639	MOVE IN AMERICA	GMAC MORTGAGE LLC	2004/03/08	Registered	2930402	2005/03/08
76579638	MOVE IN AMERICA (& DESIGN)	GMAC MORTGAGE LLC	2004/03/08	Registered	2941383	2005/04/19
76527153	TRUSTED ADVISOR, SKILLED NEGOTIATOR, AND EXPERT FACILITATOR	GMAC MORTGAGE LLC	2003/07/01	Registered	3002328	2005/09/27
76627771	P PREMIER SERVICE	GMAC MORTGAGE LLC	2005/01/13	Registered	3039786	2006/01/10
78566421	TRUSTED ADVISOR	GMAC MORTGAGE LLC	2005/02/14	Registered	3102238	2006/06/06
78646165	DITECH AT WORK	GMAC MORTGAGE LLC	2005/06/08	Registered	3122167	2006/07/25
78855597	PACIFIC UNION	GMAC MORTGAGE LLC	2006/04/06	Registered	3206054	2007/02/06
78656722	BUYLINE	GMAC MORTGAGE LLC	2005/06/23	Registered	3234981	2007/04/24
78635792	ONESTOP HOMEOWNERSHIP SERVICES	GMAC MORTGAGE LLC	2005/05/24	Registered	3265985	2007/07/17
78542966	GHS MORTGAGE	GMAC MORTGAGE LLC	2005/01/06	Registered	3288664	2007/09/04
76593441	DITECH.COM FREEDOM LOAN	GMAC MORTGAGE LLC	2004/05/21	Registered	3291310	2007/09/11

663209.19-New York Server 5A - MSW
663209.21-New York Server 5A - MSW

Serial No.	Mark	Owner	Filing Date	Status	Reg. No.	Reg. Date
76597261	GO FAST	GMAC MORTGAGE LLC	2004/06/14	Registered	3325181	2007/10/30
78566539	EXPERT FACILITATOR	GMAC MORTGAGE LLC	2005/02/14	Registered	3353357	2007/12/11
78917057	DITECH SIGNATURE	GMAC MORTGAGE LLC	2006/06/26	Registered	3396372	2008/03/11
78883555	REAL LIFE. REAL SOLUTIONS.	GMAC MORTGAGE LLC	2006/05/15	Registered	3314584	2007/10/16
78887861	DITECH GUARANTEE	GMAC MORTGAGE, LLC	2006/05/19	Allowed		
78679328	DITECH MORTGAGE SOLUTIONS	GMAC MORTGAGE, LLC	2005/07/27	Allowed		
78742399	HOME REWARDS	GMAC MORTGAGE, LLC	2005/10/28	Published		
78113601	HOME DREAMS ONLINE	GMAC MORTGAGE, LLC	2002/03/08	Registered	2880218	2004/08/31
78127454	BUILDER POWER	GMAC MORTGAGE, LLC	2002/05/09	Registered	2896306	2004/10/19
76495996	CAL DIRECT HOME LOANS (& DESIGN)	GMAC MORTGAGE, LLC	2003/03/10	Registered	2903746	2004/11/16
76560776	PATHWAYS	GMAC MORTGAGE, LLC	2003/11/20	Registered	2910065	2004/12/14
76561220	THE HOMESTRETCH PLAN	GMAC MORTGAGE, LLC	2003/11/21	Registered	2910069	2004/12/14
76586655	CUOTA UNICA DITECH	GMAC MORTGAGE, LLC	2004/04/14	Registered	2947511	2005/05/10
76586659	SMARTWATCH	GMAC MORTGAGE, LLC	2004/04/14	Registered	2982713	2005/08/09
76492773	HOMEFLEX	GMAC MORTGAGE, LLC	2003/02/26	Registered	2932858	2005/09/06
76576481	DITECH FLAT FEE	GMAC MORTGAGE, LLC	2004/02/20	Registered	3007701	2005/10/18
76598815	SETTLE AMERICA	GMAC MORTGAGE, LLC	2004/06/23	Registered	3025621	2005/12/13
76586657	BORKON Y CUENTA NUEVA	GMAC MORTGAGE, LLC	2004/04/14	Registered	3047591	2006/01/24
78113668	HELPING YOU MANAGE THE INVESTMENT IN YOUR HOME	GMAC MORTGAGE, LLC	2002/03/08	Registered	3068871	2006/03/14
76610623	FLEXSELECT	GMAC MORTGAGE, LLC	2004/09/09	Registered	3071594	2006/03/21
76560283	POWER PUNCH	GMAC MORTGAGE, LLC	2003/11/17	Registered	3077130	2006/04/04
76575312	DITECH-1	GMAC MORTGAGE, LLC	2004/02/12	Registered	3080195	2006/04/11
78622953	LA ULTIMA PALABRA EN PRESTAMOS	GMAC MORTGAGE, LLC	2005/05/04	Registered	3082700	2006/04/18
78623519	CLOSE FOR A CAUSE	GMAC MORTGAGE, LLC	2005/05/05	Registered	3085260	2006/04/25
76609555	Warehouse Express	GMAC MORTGAGE, LLC	2004/09/01	Registered	3325194	2007/10/30
74279689	HOMECOMINGS	GMAC MORTGAGE, LLC	1992/05/28	Registered	1792907	1993/09/14
76494788	PREMIER SERVICE	GMAC RESIDENTIAL HOLDING COMPANY, LLC	2003/03/06	Registered	2914178	2004/12/28
78855608	PACIFIC UNION ADVANTAGE	GMAC RESIDENTIAL HOLDING COMPANY, LLC	2006/04/06	Allowed		
78566532	SKILLED NEGOTIATOR	GMAC RESIDENTIAL HOLDING COMPANY, LLC	2005/02/14	Pending		
78797825	FLEXPAT	GMAC RESIDENTIAL HOLDING COMPANY, LLC	2006/01/24	Allowed		
78923245	SUPPLIER DIRECT (& DESIGN)	GMAC RESIDENTIAL HOLDING COMPANY, LLC	2006/07/06	Registered	3237366	2007/05/01

TRADEMARK

REEL: 003794 FRAME: 0973

Serial No.	Mark	Owner	Filing Date	Status	Reg. No.	Reg. Date
78923210	SUPPLIER DIRECT	GMAC RESIDENTIAL HOLDING COMPANY, LLC	2006/07/06	Registered	3237365	2007/05/01
76576712	P	GMAC RESIDENTIAL HOLDING COMPANY, LLC	2004/02/23	Registered	3361159	2008/01/01
77127137	KEYCHAIN ALLIANCE	RESIDENTIAL CAPITAL, LLC		Published		
78139312	QUICKWISE	RESIDENTIAL FUNDING COMPANY, LLC	2002/06/27	Registered	2707254	2003/04/15
74348910	GOAL LINE	RESIDENTIAL FUNDING COMPANY, LLC	1993/01/15	Registered	1829015	1994/03/29
74713806	GOAL LOAN	RESIDENTIAL FUNDING COMPANY, LLC	1995/08/10	Registered	1995345	1996/08/20
78023446	LINE@PRIME	RESIDENTIAL FUNDING COMPANY, LLC	2000/08/29	Registered	2552727	2002/03/26
74275769	RFC	RESIDENTIAL FUNDING COMPANY, LLC	1992/05/15	Registered	1840863	1994/06/21
78096942	ALTERNET	RESIDENTIAL FUNDING COMPANY, LLC	2001/12/06	Pending		