

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
Title Resource Group LLC		04/10/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	78814998	MARDAN SETTLEMENT SERVICES
Serial Number:	78869716	
Serial Number:	78869726	
Serial Number:	77108269	REAL GENIUS
Serial Number:	78466961	MAKING HOUSES INTO HOMES
Serial Number:	78484489	DON'T SETTLE FOR COMPLICATED, SETTLE FOR CONVENIENCE
Serial Number:	78626295	IN HOUSE
Serial Number:	78768106	GATEWAY SETTLEMENT SERVICES
Serial Number:	78783827	COUNT ON OUR EXCELLENCE
Registration Number:	3219806	L LANDWAY SETTLEMENT SERVICES
Registration Number:	3219805	SOUTHERN EQUITY SERVICES
Registration Number:	3213898	CENSTAR

OP \$315.00 78814998

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7609
Email: ksolomon@stblaw.com
Correspondent Name: Kirstie Howard, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509335/1077
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	05/01/2007

Total Attachments: 7
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of April 10, 2007 is made by TITLE RESOURCE GROUP LLC, a Delaware limited liability company, located at 3001 Leadenhall Road, Mt. Laurel, New Jersey 08054 (the "Grantor") in favor of JPMORGAN CHASE BANK, N.A., a national banking association, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of April 10, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among DOMUS INTERMEDIATE HOLDINGS CORP., a Delaware corporation ("Holdings"), REALOGY CORPORATION, a Delaware corporation (the "Borrower"), the Lenders, the Agent, CREDIT SUISSE, as syndication agent, and BEAR STEARNS CORPORATE LENDING INC. and CITICORP NORTH AMERICA, INC., as co-documentation agents.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantors (as defined in the Guarantee and Collateral Agreement), including the Grantor, have executed and delivered a Guarantee and Collateral Agreement, dated as of April 10, 2007, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Agent for the benefit of the Agent and the applicable Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, 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 or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the applicable Secured Parties to secure payment, performance and observance of the applicable Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the applicable Secured Parties in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the applicable Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

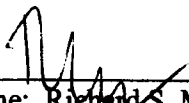
SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the applicable Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 8th day of April, 2007.

Title Resource Group LLC
as Grantor

By: 
Name: Richard S. Meisner
Title: Senior Vice President and Assistant Secretary

[Grant of Security Interest in Trademark Rights]

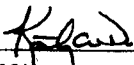
TRADEMARK
REEL: 003532 FRAME: 0815

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this ___ day of April, 2007.

TITLE RESOURCE GROUP LLC
as Grantor

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By:  _____
Name: Kathryn A. Duncan
Title: Managing Director

SCHEDULE A

**Title Resource Group LLC
Trademark Applications and Registrations**

Trademark	Country Name	Owner Name	Application No.	Registration No.
MARDAN SETTLEMENT SERVICES & Design	United States	Title Resource Group LLC	78814998	
Circle Logo (TRG)	United States	Title Resource Group LLC	78869716	
Circle Logo (TRG)	United States	Title Resource Group LLC	78869726	
REAL GENIUS	United States	Title Resource Group LLC	77108269	
MAKING HOUSES INTO HOMES	United States	Title Resource Group LLC	78466961	
DON'T SETTLE FOR COMPLICATED, SETTLE FOR CONVENIENCE	United States	Title Resource Group LLC	78484489	
IN HOUSE	United States	Title Resource Group LLC	78626295	
GATEWAY SETTLEMENT SERVICES & Design	United States	Title Resource Group LLC	78768106	
COUNT ON OUR EXCELLENCE	United States	Title Resource Group LLC	78783827	
L LANDWAY SETTLEMENT SERVICES & Design	United States	Title Resource Group LLC	78815007	3219806
SOUTHERN EQUITY SERVICES & Design	United States	Title Resource Group LLC	78815000	3219805
CENSTAR	United States	Title Resource Group LLC	78439772	3213898