

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Realogy Services Group LLC		04/10/2007	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Serial Number:	78810057	REALOGY
Serial Number:	78810142	REALOGY
Serial Number:	78810039	REALOGY
Serial Number:	78810051	REALOGY
Serial Number:	78818200	REALOGY
Serial Number:	78818186	REALOGY
Serial Number:	78818197	REALOGY
Serial Number:	78818203	REALOGY
Serial Number:	78842043	REALOGY: THE BUSINESS OF REAL ESTATE
Serial Number:	78842038	REALOGY: THE BUSINESS OF REAL ESTATE
Serial Number:	78842046	REALOGY: THE BUSINESS OF REAL ESTATE
Serial Number:	78849192	REALOGY: THE BUSINESS OF REAL ESTATE
Serial Number:	78811352	THE ART OF REAL ESTATE

**OP \$415.00 78810057**

Serial Number:	78811453	THE ART OF REAL ESTATE
Serial Number:	78811469	THE ART OF REAL ESTATE
Serial Number:	78811324	THE ART OF REAL ESTATE

**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 REALOGY SERVICES GROUP LLC, a Delaware limited liability company, located at 1 Campus Drive, Parsippany, New Jersey 07054 (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.

WITNESSETH:

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 18<sup>th</sup> day of April, 2007.

Realogy Services Group LLC  
as Grantor

By:  \_\_\_\_\_

Name: Richard S. Meisner

Title: Senior Vice President and Assistant Secretary

[Grant of Security Interest in Trademark Rights]

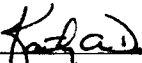
TRADEMARK  
REEL: 003532 FRAME: 0846

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.

REALOGY SERVICES 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

ACKNOWLEDGMENT OF GRANTOR

STATE OF *New Jersey* )  
 ) ss  
COUNTY OF *Morris* )

On the 18 day of April, 2007, before me personally came Richard S. Meisner, to me known, who being by me duly sworn, did dispose and say that he is the Senior Vice President and Assistant Secretary of Realogy Services Group LLC, a Delaware limited liability company; described in and which executed the foregoing instrument on behalf of the said limited liability company.

*Kathleen A. Mohr*  
Notary Public

**KATHLEEN A. MOHR  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires March 1, 2009**

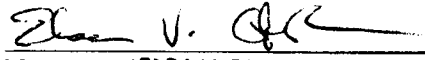
(PLACE STAMP AND SEAL ABOVE)

[Grant of Security Interest in Trademark Rights]

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York )  
  ) ss  
COUNTY OF New York )

On the 27<sup>th</sup> day of April, 2007, before me personally came Kathryn A. Dunican to me known, who being by me duly sworn, did dispose and say that she/he is the Managing Director JPMORGAN CHASE BANK, N.A., a national banking association, described in and which executed the foregoing instrument on behalf of the said national banking association.

  
\_\_\_\_\_  
Notary Public **LISA V GRIFFITH**  
Notary Public, State of New York  
No. 01GR4938119  
Qualified in Kings County  
Commission Expires March 30, 2011

(PLACE STAMP AND SEAL ABOVE)



**SCHEDULE A**

**Realogy Services Group LLC  
Trademark Applications and Registrations**

<b>Trademark</b>	<b>Country Name</b>	<b>Owner Name</b>	<b>Application No.</b>	<b>Registration No.</b>
REALOGY	United States	Realogy Services Group LLC	78810057	
REALOGY	United States	Realogy Services Group LLC	78810142	
REALOGY	United States	Realogy Services Group LLC	78810039	
REALOGY	United States	Realogy Services Group LLC	78810051	
REALOGY (Stylized)	United States	Realogy Services Group LLC	78818200	
REALOGY (Stylized)	United States	Realogy Services Group LLC	78818186	
REALOGY (Stylized)	United States	Realogy Services Group LLC	78818197	
REALOGY (Stylized)	United States	Realogy Services Group LLC	78818203	
REALOGY: THE BUSINESS OF REAL ESTATE	United States	Realogy Services Group LLC	78842043	
REALOGY: THE BUSINESS OF REAL ESTATE	United States	Realogy Services Group LLC	78842038	
REALOGY: THE BUSINESS OF REAL ESTATE	United States	Realogy Services Group LLC	78842046	
REALOGY: THE BUSINESS OF REAL ESTATE	United States	Realogy Services Group LLC	78849192	
THE ART OF REAL ESTATE	United States	Realogy Services Group LLC	78811352	
THE ART OF REAL ESTATE	United States	Realogy Services Group LLC	78811453	
THE ART OF REAL ESTATE	United States	Realogy Services Group LLC	78811469	
THE ART OF REAL ESTATE	United States	Realogy Services Group LLC	78811324	

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