

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
Cotton Real Estate, Inc.		04/10/2007	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., 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: 4			
Property Type	Number	Word Mark	
Registration Number:	2971401	CAPE COD STYLE	
Registration Number:	2771791	COTTON REAL ESTATE	
Registration Number:	2846759	A REAL ESTATE OF MIND	
Registration Number:	2736246	CAPE COD STYLE	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		

OP \$115.00 2971401

NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	05/01/2007
Total Attachments: 7 source=CottonTS#page1.tif source=CottonTS#page2.tif source=CottonTS#page3.tif source=CottonTS#page4.tif source=CottonTS#page5.tif source=CottonTS#page6.tif source=CottonTS#page7.tif	

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 COTTON REAL ESTATE, INC., a Massachusetts corporation, located at 84 State Street, Boston, Massachusetts 02109 (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 18th day of April, 2007.

Cotton Real Estate, Inc.
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: 0855

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.

COTTON REAL ESTATE, INC.
as Grantor

By: _____
Name:
Title:

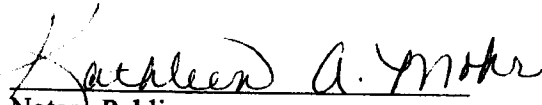
JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

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

ACKNOWLEDGMENT OF GRANTOR

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

On the 18 day of April, 2007, before me personally came Richard S. Meisner, to me known, who be ng by me duly sworn, did dispose and say that he is the Senior Vice President and Assistant Secretary of Cotton Real Estate, Inc., a Massachusetts corporation; described in and which executed the foregoing instrument on behalf of the said corporation.



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 27th day of April, 2007, before me personally came Kathryn A. Pincus to me known, who being by me duly sworn, did depose 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 ELSA 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

**Cotton Real Estate, Inc.
Trademark Applications and Registrations**

Trademark	Country Name	Owner Name	Application No.	Registration No.
CAPE COD STYLE	United States	COTTON REAL ESTATE, INC.	76410655	2971401
COTTON REAL ESTATE	United States	COTTON REAL ESTATE, INC.	78181435	2771791
A REAL ESTATE OF MIND	United States	COTTON REAL ESTATE, INC.	78192825	2846759
CAPE COD STYLE	United States	COTTON REAL ESTATE, INC.	76410657	2736246

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