

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
ERA TM Corp.		04/10/2007	CORPORATION: CALIFORNIA

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: 42

Property Type	Number	Word Mark
Registration Number:	2386946	1ST IN CUSTOMER SATISFACTION
Registration Number:	3192163	1ST IN SERVICE
Serial Number:	78397567	ALL YOU NEED TO KNOW
Registration Number:	2477197	ALWAYS THERE FOR YOU
Registration Number:	1756219	ANSWERS
Serial Number:	77015719	BLUEPRINT FOR SUCCESS
Registration Number:	1527348	CIBN
Serial Number:	78729761	DIRECT ACCESS
Registration Number:	1078060	ERA
Registration Number:	1251827	ERA
Registration Number:	2691643	ERA
Registration Number:	3073417	ERA
Registration Number:	2875845	ERA
Registration Number:	3073418	ERA

OP \$1065.00 2386946

Serial Number:	77093228	ERA
Registration Number:	2121860	ERA
Registration Number:	3135362	
Registration Number:	2594245	ERA 1ST IN SERVICE JIM JACKSON MEMORIAL AWARD
Registration Number:	1434190	ERA ALL YOU NEED TO KNOW IN REAL ESTATE.
Registration Number:	2576242	ERA HOME PROTECTION PLAN
Registration Number:	2049139	ERA ONLINE
Registration Number:	3082137	ERA REAL ESTATE
Registration Number:	2612765	ERA REAL ESTATE HOME PROTECTION PLAN
Registration Number:	2635317	ERA REAL ESTATE NATIONAL MILITARY BROKER NETWORK
Registration Number:	2563583	ERA REAL ESTATE RESORT PROPERTIES INTERNATIONAL
Serial Number:	78550994	ERA SEARCHROUTER
Registration Number:	2737148	ERA SELECT SERVICES
Registration Number:	2958388	I WILL SELL YOUR HOUSE OR ERA WILL BUY IT
Registration Number:	1646268	IF WE DON'T SELL YOUR HOUSE, ERA WILL BUY IT!
Serial Number:	76075358	IF WE DON'T SELL YOUR HOUSE, WE'LL BUY IT
Serial Number:	78915320	IT'S THE LITTLE THINGS WE DO
Registration Number:	1753385	NMBN
Registration Number:	2983252	SELLERS SECURITY
Registration Number:	1196433	SELLERS SECURITY
Registration Number:	3080693	SIEMPRE CONTIGO
Registration Number:	1645223	TEAM ERA
Registration Number:	1499909	THERE REALLY IS A DIFFERENCE IN REAL ESTATE COMPANIES
Registration Number:	1757264	TOP GUN
Registration Number:	2706182	TOP TEAM
Serial Number:	78764214	VISIONS OF LUXURY
Registration Number:	2464187	WE WILL SELL YOUR HOUSE OR ERA WILL BUY IT
Registration Number:	1501591	WE'LL HELP MAKE YOUR AMERICAN DREAM COME TRUE.

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: 8
source=ERATMCoT#page1.tif
source=ERATMCoT#page2.tif
source=ERATMCoT#page3.tif
source=ERATMCoT#page4.tif
source=ERATMCoT#page5.tif
source=ERATMCoT#page6.tif
source=ERATMCoT#page7.tif
source=ERATMCoT#page8.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 ERA TM CORP., a California corporation, located at 27271 Las Ramblas, Suite 132, Mission Viejo, CA 92691 (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.

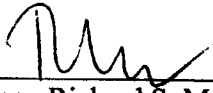
SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the applicable Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, 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 8th day of April, 2007.

ERA TM Corp.
as Grantor

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

[Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 003533 FRAME: 0094

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.

ERA TM CORP.
as Grantor

By: _____
Name:
Title:

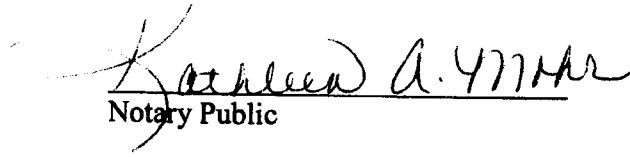
JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

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 being by me duly sworn, did dispose and say that he is the Senior Vice President and Assistant Secretary of ERA TM Corp., a California 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

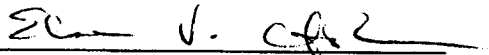
(PLACE STAMP AND SEAL ABOVE)

[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. Prince 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

**ERA TM Corp.
Trademark Applications and Registrations**

Trademark	Country Name	Owner Name	Application No.	Registration No.
1ST IN CUSTOMER SATISFACTION	United States	ERA TM Corp	75555625	2386946
1ST IN SERVICE	United States	ERA TM Corp	78710978	3192163
ALL YOU NEED TO KNOW	United States	ERA TM Corp.	78397567	
ALWAYS THERE FOR YOU	United States	ERA TM Corp	75746258	2477197
ANSWERS^	United States	ERA TM Corp	74185466	1756219
BLUEPRINT FOR SUCCESS	United States	ERA TM Corp	77015719	
CIBN	United States	ERA TM Corp	73734151	1527348
DIRECT ACCESS	United States	ERA TM Corp	78729761	
ERA	United States	ERA TM Corp	73113461	1078060
ERA	United States	ERA TM Corp	73388791	1251827
ERA	United States	ERA TM Corp	78008652	2691643
ERA	United States	ERA TM Corp	78599896	3073417
ERA & New House Design (black on white)	United States	ERA TM Corp	75269373	2875845
ERA & New House Design (black on white)	United States	ERA TM Corp	78599899	3073418
ERA & New House Design (in color)	United States	ERA TM Corp	77093228	
ERA & New House Design (white on black)	United States	ERA TM Corp	75250116	2121860
ERA (New House Design)	United States	ERA TM Corp	78641980	3135362
ERA 1ST IN SERVICE JIM JACKSON MEMORIAL AWARD & Design	United States	ERA TM Corp	76284300	2594245
ERA ALL YOU NEED TO KNOW IN REAL ESTATE & Old House Design	United States	ERA TM Corp	73173490	1434190
ERA HOME PROTECTION PLAN	United States	ERA TM Corp	78018755	2576242
ERA ONLINE	United States	ERA TM Corp	75104694	2049139
ERA REAL ESTATE & New House Design	United States	ERA TM Corp	78575216	3082137
ERA REAL ESTATE HOME PROTECTION PLAN & Design	United States	ERA TM Corp	78035233	2612765
ERA REAL ESTATE NATIONAL MILITARY BROKER NETWORK & Design	United States	ERA TM Corp	78058980	2635317
ERA REAL ESTATE RESORT PROPERTIES INTERNATIONAL & Design	United States	ERA TM Corp	76243766	2563583
ERA SEARCHROUTER	United States	ERA TM Corp	78550994	
ERA SELECT SERVICES	United States	ERA TM Corp	75809994	2737148
I WILL SELL YOUR HOUSE OR ERA WILL BUY IT	United States	ERA TM Corp	78293264	2958388
IF WE DON'T SELL YOUR HOUSE,	United States	ERA TM Corp	74073209	1646268

Trademark	Country Name	Owner Name	Application No.	Registration No.
ERA WILL BUY IT!				
IF WE DON'T SELL YOUR HOUSE, WE'LL BUY IT	United States	ERA TM Corp	76075358	
IT'S THE LITTLE THINGS WE DO	United States	ERA TM Corp	78915320	
NMBN	United States	ERA TM Corp	74183282	1753385
SELLERS SECURITY	United States	ERA TM Corp	78425874	2983252
SELLERS SECURITY (Stylized)	United States	ERA TM Corp	73261423	1196433
SIEMPRE CONTIGO	United States	ERA TM Corp	78445125	3080693
TEAM ERA	United States	ERA TM Corp	74073379	1645223
THERE REALLY IS A DIFFERENCE IN REAL ESTATE COMPAN ES	United States	ERA TM Corp	73699645	1499909
TOP GUN	United States	ERA TM Corp	74153559	1757264
TOP TEAM	United States	ERA TM Corp	76243776	2706182
VISIONS OF LUXURY	United States	ERA TM Corp	78764214	
WE WILL SELL YOUR HOUSE OR ERA WILL BUY IT	United States	ERA TM Corp	75483140	2464187
WE'LL HELP MAKE YOUR AMERICAN DREAM COME TRUE	United States	ERA TM Corp	73658557	1501591