

**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
CB 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: 52

Property Type	Number	Word Mark
Registration Number:	3063270	@
Registration Number:	2541806	BLUE EDGE MORTGAGE
Registration Number:	2605955	BLUE EDGE REALTY
Registration Number:	1153366	CB
Registration Number:	3179803	CB COLDWELL BANKER COMMERCIAL
Registration Number:	3030080	CBC
Registration Number:	3038517	CEO SERIES
Registration Number:	3100659	COLDWELL BANKER
Registration Number:	2453334	COLDWELL BANKER
Registration Number:	2057608	COLDWELL BANKER
Registration Number:	1154155	COLDWELL BANKER
Registration Number:	3179802	COLDWELL BANKER CB
Registration Number:	2059501	COLDWELL BANKER CB
Registration Number:	1215241	CB COLDWELL BANKER

OP \$1315.00 3063270

Registration Number:	2059364	COLDWELL BANKER COMMERCIAL
Registration Number:	1598908	COLDWELL BANKER COMMERCIAL
Serial Number:	78655398	COLDWELL BANKER COMMERCIAL
Registration Number:	2331890	COLDWELL BANKER COMMERCIAL CB
Registration Number:	2745034	CB COLDWELL BANKER COMMERCIAL
Registration Number:	3191841	COLDWELL BANKER COMMERCIAL MARKETCONNECT
Serial Number:	78568310	COLDWELL BANKER COMMERCIAL SEARCHROUTER
Registration Number:	2576448	COLDWELL BANKER CONCIERGE
Registration Number:	2472004	COLDWELL BANKER CONCIERGE
Registration Number:	3093311	COLDWELL BANKER PREVIEWS INTERNATIONAL
Registration Number:	2529955	COLDWELL BANKER PREVIEWS INTERNATIONAL
Registration Number:	3093312	COLDWELL BANKER PREVIEWS INTERNATIONAL
Registration Number:	3170029	COLDWELL BANKER PREVIEWS INTERNATIONAL
Serial Number:	78641891	COLDWELL BANKER RESIDENTIAL BROKERAGE ACCREDITED REAL ESTATE PROFESSIONAL
Serial Number:	78546326	COLDWELL BANKER SEARCHROUTER
Registration Number:	1842126	COLDWELL BANKER UNIVERSITY
Serial Number:	78783829	COLDWELL BANKER UNIVERSITY
Registration Number:	1876968	COLDWELL BANKER UNIVERSITY
Registration Number:	1823333	GUARDIAN
Registration Number:	1959391	HELPING OTHERS THROUGHOUT THE HOLIDAY SEASON
Registration Number:	2034125	HOMEMATCH
Registration Number:	2173895	MAKING REAL ESTATE REAL EASY
Serial Number:	78677274	MARKETCONNECT
Registration Number:	3151006	MYCONNECT1
Serial Number:	78449625	PERFORMANCE PERKS. TAKE ACTION. GET REWARDS.
Registration Number:	2235393	PERSONAL RETRIEVER
Registration Number:	3102893	
Registration Number:	1823177	PRESERVING THE TRUST
Registration Number:	3219716	PREVIEWS
Registration Number:	0565757	PREVIEWS
Registration Number:	3011158	TECHEASE
Registration Number:	2217143	THE CONDO STORE
Registration Number:	1450200	THE HOME SELLERS
Registration Number:	1428703	THE HOME TEAM

Registration Number:	2211401	THE ULTIMATE SERVICE
Serial Number:	78802985	TRUE BLUE
Registration Number:	2850620	WE ARE FLORIDA
Registration Number:	2865193	YOUR PERFECT PARTNER

**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**  
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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 CB 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.

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.

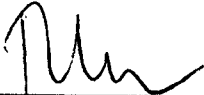
SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the applicable Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, 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 18<sup>th</sup> day of April, 2007.

CB 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: 0105

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.

CB 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* )  
   ) 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 CB TM Corp., a California corporation; described in and which executed the foregoing instrument on behalf of the said corporation.

*Kathleen A. Mohr*  
Notary Public

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

(PLACE STAMP AND SEAL ABOVE)

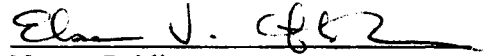
[Grant of Security Interest in Trademark Rights]



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. Duncan 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. 01GR4838119  
Qualified in Kings County  
Commission Expires March 30, 2011  
(PLACE STAMP AND SEAL ABOVE)

**SCHEDULE A**

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

<b>Trademark</b>	<b>Country Name</b>	<b>Owner Name</b>	<b>Application No.</b>	<b>Registration No.</b>
@ Symbol & Stick Man Design	United States	CB TM Corp.	78578972	3063270
BLUE EDGE MORTGAGE	United States	CB TM Corp.	78033537	2541806
BLUE EDGE REALTY	United States	CB TM Corp.	78029778	2605955
CB & Design	United States	CB TM Corp.	73210971	1153366
CB COLDWELL BANKER COMMERCIAL & Design	United States	CB TM Corp.	78655402	3179803
CBC	United States	CB TM Corp.	78235734	3030080
CEO SERIES & Design	United States	CB TM Corp.	78330003	3038517
COLDWELL BANKER	United States	CB TM Corp.	78655395	3100659
COLDWELL BANKER	United States	CB TM Corp.	78008563	2453334
COLDWELL BANKER	United States	CB TM Corp.	75152362	2057608
COLDWELL BANKER	United States	CB TM Corp.	73211116	1154155
COLDWELL BANKER C 3 & Design	United States	CB TM Corp.	78655400	3179802
COLDWELL BANKER C 3 & Design	United States	CB TM Corp.	75152363	2059501
COLDWELL BANKER C 3 & Design	United States	CB TM Corp.	73346790	1215241
COLDWELL BANKER COMMERCIAL	United States	CB TM Corp.	75120713	2059364
COLDWELL BANKER COMMERCIAL	United States	CB TM Corp.	73787763	1598908
COLDWELL BANKER COMMERCIAL	United States	CB TM Corp.	78655398	
COLDWELL BANKER COMMERCIAL CB & Design	United States	CB TM Corp.	75629004	2331890
CB COLDWELL BANKER COMMERCIAL & Design	United States	CB TM Corp.	78080719	2745034
COLDWELL BANKER COMMERCIAL MARKETCONNECT & Design	United States	CB TM Corp.	78677295	3191841
COLDWELL BANKER COMMERCIAL SEARCHROUTER	United States	CB TM Corp.	78568310	
COLDWELL BANKER CONCIERGE	United States	CB TM Corp.	75630167	2576448
COLDWELL BANKER CONCIERGE	United States	CB TM Corp.	75588856	2472004
COLDWELL BANKER P REVIEWS INTERNATIONAL	United States	CB TM Corp.	78655389	3093311
COLDWELL BANKER P REVIEWS INTERNATIONAL	United States	CB TM Corp.	78032990	2529955
COLDWELL BANKER P REVIEWS INTERNATIONAL & Design	United States	CB TM Corp.	78655792	3093312
COLDWELL BANKER P REVIEWS INTERNATIONAL & Sunburst Design	United States	CB TM Corp.	78638810	3170029
COLDWELL BANKER RESIDENTIAL BROKERAGE ACCREDITED REAL ESTATE PROFESSIONAL	United States	CB TM Corp.	78641891	
COLDWELL BANKER SEARCHROUTER	United States	CB TM Corp.	78546326	
COLDWELL BANKER UNIVERSITY	United States	CB TM Corp.	74425646	1842126

Trademark	Country Name	Owner Name	Application No.	Registration No.
COLDWELL BANKER UNIVERSITY & New Seal Design	United States	CB TM Corp.	78783829	
COLDWELL BANKER UNIVERSITY & Old Book, Seal Design	United States	CB TM Corp.	74421411	1876968
GUARDIAN	United States	CB TM Corp.	74102195	1823333
HELPING OTHERS THROUGHOUT THE HOLIDAY SEASON	United States	CB TM Corp.	74561955	1959391
HOMEMATCH	United States	CB TM Corp.	74535397	2034125
MAKING REAL ESTATE REAL EASY	United States	CB TM Corp.	75229942	2173895
MARKETCONNECT	United States	CB TM Corp.	78677274	
MYCONNECT1	United States	CB TM Corp.	78745689	3151006
PERFORMANCE PERKS. TAKE ACTION. GET REWARDS.	United States	CB TM Corp.	78449625	
PERSONAL RETRIEVER	United States	CB TM Corp.	75380191	2235393
PERSONAL RETRIEVER Sign Rider Design	United States	CB TM Corp.	78182148	3102893
PRESERVING THE TRUST	United States	CB TM Corp.	74393851	1823177
PREVIEWS	United States	CB TM Corp.	78768439	3219716
PREVIEWS (Stylized)	United States	CB TM Corp.	71620930	565757
TECHEASE	United States	CB TM Corp.	78466926	3011158
THE CONDO STORE	United States	CB TM Corp.	75358857	2217143
THE HOME SELLERS*	United States	CB TM Corp.	73525527	1450200
THE HOME TEAM	United States	CB TM Corp.	73488934	1428703
THE ULTIMATE SERVICE	United States	CB TM Corp.	75042307	2211401
TRUE BLUE	United States	CB TM Corp.	78802985	
WE ARE FLORIDA	United States	CB TM Corp.	76530140	2850620
YOUR PERFECT PARTNER	United States	CB TM Corp.	78278195	2865193