

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
CDRE TM LLC		09/05/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	1111 Fannin Street, 10th Floor		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3417729	CORCORAN	
Registration Number:	3418149	C S	
CORRESPONDENCE DATA			
Fax Number:	(650)251-5002		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650-251-5131		
Email:	jmull@stblaw.com		
Correspondent Name:	Ivan Rothman		
Address Line 1:	2550 Hanover St		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	509335/1252		
NAME OF SUBMITTER:	J. Jason Mull		
Signature:	/JJM/		

OP \$65.00 3417729

Date:

09/11/2008

Total Attachments: 6

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of September 4, 2008 is made by CDRE TM LLC, a Delaware limited liability company, 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.

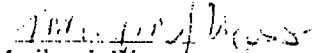
SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the applicable Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, 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 4th day of September, 2008.

CDRE TM LLC
as Grantor

By: 
Name: Marilyn J. Wasser
Title: Executive Vice President and Secretary

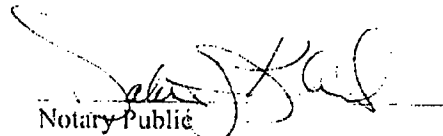
JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: 
Name:
Title:

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW JERSEY)
) ss
COUNTY OF MORRIS)

On the 4th day of September, 2008, before me personally came Marilyn J. Wasser, to me known, who being by me duly sworn, did dispose and say that she is the Executive Vice President and Secretary of CDRE TM LLC, a Delaware limited liability company, described in and which executed the foregoing instrument on behalf of the said limited liability company.



Notary Public
Valerie J. Khoshinat
NJ # 33843
Commission Expires: 8/11/2013

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF N.Y.)
) ss
COUNTY OF N.Y.)

On the 5TH day of September 2008, before me personally came Neil R. Boylan 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.

Gloria P. Wright
Notary Public
GLORIA P. WRIGHT
Notary Public, State of New York
No. 01WR6105226
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires Feb. 9, 2012
(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

**CDRE TM LLC
Trademark Registrations**

Trademark	Country Name	Owner Name	Application No.	Filing Date	Registration No.	Registration Date
CORCORAN	United States of America	CDRE TM LLC	77251976	10-Aug-2007	3417729	29-Apr-2008
CS and Interlocking Circles Design	United States of America	CDRE TM LLC	77287785	25-Sep-2007	3418149	29-Apr-2008