

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cartus Corporation		09/28/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust Company, as Second Lien Collateral Agent		
<b>Street Address:</b>	Rodney Square North		
<b>Internal Address:</b>	1100 North Market Street		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19890		
<b>Entity Type:</b>	Banking Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	77790815	MILES FROM HOME	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-7976		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Mindy M. Lok, 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:	509333/0132		
NAME OF SUBMITTER:	Mindy M. Lok		
Signature:	/ml/		

OP \$40.00 77790815

**900147649**

**TRADEMARK  
 REEL: 004096 FRAME: 0384**

Date:

11/13/2009

**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 September 28, 2009, is made by each entity listed on Annex A hereto (each a "Grantor"), in favor of WILMINGTON TRUST COMPANY, as second lien collateral agent (together with its successors and assigns, in such capacity, the "Second Lien Collateral Agent") for the Secured Loan Parties in accordance with that certain Credit Agreement, dated as of April 10, 2007 (as supplemented by the Incremental Assumption Agreement dated as of September 28, 2009 (the "Incremental Assumption Agreement"), among REALOGY CORPORATION, a Delaware corporation (the "Borrower"), DOMUS INTERMEDIATE HOLDINGS CORP., a Delaware corporation ("Holdings"), JPMORGAN CHASE BANK, N.A., as administrative agent (the "Administrative Agent"), the Second Lien Collateral Agent and the several banks and other financial institutions party thereto (the "Second Lien Term Lenders") and as otherwise amended, restated, supplemented, waived or modified from time to time, the "Credit Agreement"), among Holdings, the Borrower, the Lenders, the Administrative Agent and the other agents party thereto.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, as amended, the Second Lien Term 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;

WHEREAS, in connection with the Credit Agreement, each Grantor has executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of September 28, 2009, in favor of the Second Lien Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Second Lien Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Second Lien Guarantee and Collateral Agreement, each Grantor pledged and granted to the Second Lien Collateral Agent for the benefit of the Second Lien Collateral Agent and the other Secured Loan Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, each 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 Second Lien Term Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees, for the benefit of the Second Lien Collateral Agent and the other Secured Loan Parties, 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 Second Lien Guarantee and Collateral Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each 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 such Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Annex B hereto) (collectively, the "Collateral"), to the Second Lien Collateral Agent for the benefit of the Second Lien Collateral Agent and the other Secured Loan Parties to secure payment, performance and observance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by each 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 other Secured Loan Parties in connection with the Second Lien Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Second Lien Guarantee and Collateral Agreement (and all rights and remedies of the Secured Loan Parties thereunder) shall remain in full force and effect in accordance with its terms.

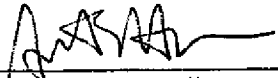
SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Loan Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Second Lien Guarantee and Collateral 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 Second Lien Guarantee and Collateral Agreement, the terms of the Second Lien Guarantee and Collateral Agreement shall govern and control.

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 19<sup>th</sup> day of October, 2009.

C21 TM LLC  
CARTUS CORPORATION  
CB TM LLC  
CDRE TM LLC  
ERA TM LLC  
REALOGY SERVICES GROUP LLC  
SOTHEBY'S INTERNATIONAL REALTY  
LICENSEE LLC,  
as Grantors

By:   
Name: Anthony E. Hull  
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK  
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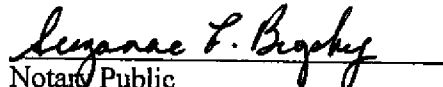
ACKNOWLEDGMENT OF GRANTOR

STATE OF *New Jersey* )  
COUNTY OF *Morris* )<sup>SS</sup>

On the 19<sup>th</sup> day of October, 2009, before me personally came Anthony E. Hull, to me known, who being by me duly sworn, did dispose and say that he is the Chief Financial Officer of:

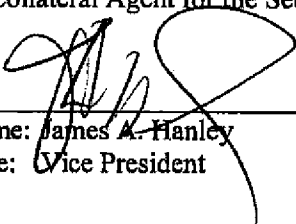
C21 TM LLC, a California limited liability company,  
Cartus Corporation, a Delaware corporation,  
CB TM LLC, a California limited liability company,  
CDRE TM LLC, Delaware limited liability company,  
ERA TM LLC, a California limited liability company,  
Realogy Services Group LLC, a Delaware limited liability company, and  
Sotheby's International Realty Licensee LLC, a Delaware limited liability company,

described in and which executed the foregoing instrument on behalf of the above listed companies.

  
Notary Public  
SUZANNE L. BROPHY  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Oct. 21, 2013

(PLACE STAMP AND SEAL ABOVE)

WILMINGTON TRUST COMPANY  
as Collateral Agent for the Secured Loan Parties

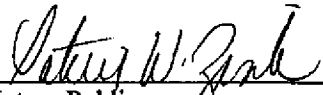
By:   
Name: James A. Hanley  
Title: Vice President

[Signature Page to Trademark Security Agreement]

ACKNOWLEDGMENT OF SECOND LIEN COLLATERAL AGENT

STATE OF *Delaware*  
COUNTY OF *New Castle* )<sup>SS</sup>

On the *10th* day of November, 2009, before me personally came James A. Hanley, to me known, who being by me duly sworn, did dispose and say that she/he is the Vice President of Wilmington Trust Company, described in and which executed the foregoing instrument on behalf of Wilmington Trust Company.

  
\_\_\_\_\_  
Notary Public  
PATRICIA W. ZINK  
Notary Public - State of Delaware  
My Comm. Expires July 12, 2011  
(PLACE STAMP AND SEAL ABOVE)



**Annex A**

**Grantors**

Cartus Corporation

**Annex B**

US Trademark Applications and Registrations  
of Cartus Corporation

Trademark	Owner Name	Application No.	Registration No.
MILES FROM HOME	Cartus Corporation	77790815	