

**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
Primacy Relocation, LLC		02/25/2010	LIMITED LIABILITY COMPANY: TENNESSEE

**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: UNITED STATES

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2345012	PRIMACY RELOCATION
Registration Number:	2766508	SHORTEN THE DISTANCE
Registration Number:	3060300	ONLY RELOCATION. ONLY PRIMACY.
Registration Number:	2316479	
Registration Number:	2755619	THE PRIMACY DIFFERENCE
Registration Number:	2326003	PRIMACY RELOCATION
Registration Number:	3579179	PRIMACY HOME LOANS

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (212) 455-7976  
 Email: ksolomon@stblaw.com  
 Correspondent Name: Mindy M. Lok, Esq.  
 Address Line 1: Simpson Thacher & Bartlett LLP

OP \$190.00 2345012

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:	/m/
Date:	03/05/2010

Total Attachments: 7  
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**GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (the “Agreement”), effective as of February 25, 2010 is made by PRIMACY RELOCATION, LLC, a Tennessee limited liability company, located at 1 Campus Drive, Parsippany, New Jersey 07054 (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.

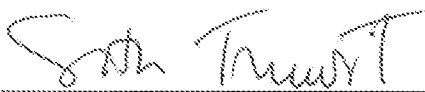
SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the applicable Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, 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 17th day of February, 2010.

**PRIMACY RELOCATION, LLC**  
as New Grantor

By: 

Name: Seth L. Truwit

Title: Senior Vice President and  
Assistant Secretary



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

By: Neil R. Boylan  
Name: NEIL BOYLAN  
Title: MANAGING DIRECTOR





**SCHEDULE A**

**Primacy Relocation, LLC  
Trademark Applications and Registrations**

<b>Trademark</b>	<b>Country Name</b>	<b>Owner Name</b>	<b>Application No.</b>	<b>Registration No.</b>
PRIMACY RELOCATION (Stylized)	United States	PRIMACY RELOCATION, LLC	75/622524	2,345,012
SHORTEN THE DISTANCE	United States	PRIMACY RELOCATION, LLC	76/434346	2,766,508
ONLY RELOCATION. ONLY PRIMACY	United States	PRIMACY RELOCATION, LLC	78577432	3060300
SUNBURST LOGO	United States	PRIMACY RELOCATION, LLC	75622522	2,316,479
THE PRIMACY DIFFERENCE	United States	PRIMACY RELOCATION, LLC	76434348	2,755,619
PRIMACY RELOCATION & DEVICE	United States	PRIMACY RELOCATION, LLC	75622523	2,326,003
PRIMACY HOME LOANS & DEVICE	United States	PRIMACY RELOCATION, LLC	77457745	3579179