

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:	Wilmington Trust Company, as Second Lien Collateral Agent
Street Address:	Rodney Square North
Internal Address:	1100 North Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890
Entity Type:	Banking Corporation: DELAWARE

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.

OP \$190.00 2345012

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/
Date:	03/05/2010

Total Attachments: 5
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "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 "New 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, the Borrower, Holdings and the Subsidiary Loan Parties party thereto have 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, the New Grantor has become a Grantor and a Guarantor under the Second Lien Guarantee and Collateral Agreement in accordance with Section 7.16 thereof, by entering into Supplement No. 2 to the Second Lien Guarantee and Collateral Agreement, dated as of February 25, 2010 ("Supplement No. 2") between the New Grantor and the Second Lien Collateral Agent;

WHEREAS, pursuant to Supplement No. 2 and the Second Lien Guarantee and Collateral Agreement, the New Grantor has 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, the New 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, the New 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. The New 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 New Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Annex A 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 the New 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. The New 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 17th day of February, 2010.

PRIMACY RELOCATION, LLC
as New Grantor

By: Seth Truwit
Name: Seth I. Truwit
Title: Senior Vice President and
Assistant Secretary

[SIGNATURE PAGE TO GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS – PRIMACY RELOCATION, LLC]

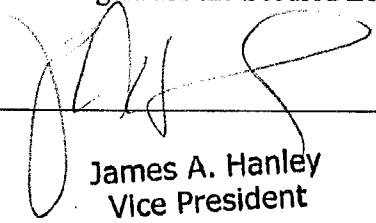
TRADEMARK
REEL: 004161 FRAME: 0849

WILMINGTON TRUST COMPANY
as Collateral Agent for the Secured Loan Parties

By: _____

Name:

Title:



James A. Hanley
Vice President

[SIGNATURE PAGE TO GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS – PRIMACY RELOCATION, LLC]

TRADEMARK
REEL: 004161 FRAME: 0850

Annex A

US Trademark Applications and Registrations
of Primacy Relocation, LLC

Trademark	Country Name	Owner Name	Application No.	Registration No.
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