

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CDRE TM LLC		10/15/2010	LIMITED LIABILITY COMPANY: 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: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3398527	PREFERRED MOVES	
<b>Registration Number:</b>	2635982	A DIFFERENT KIND OF REAL ESTATE COMPANY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(212) 455-7976		
<b>Email:</b>	ksolomon@stblaw.com		
<b>Correspondent Name:</b>	Mindy M. Lok, Esq.		
<b>Address Line 1:</b>	Simpson Thacher & Bartlett LLP		
<b>Address Line 2:</b>	425 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	509333/0132		
<b>NAME OF SUBMITTER:</b>	Mindy M. Lok		

OP \$65.00 3398527

**900175628**

**TRADEMARK  
 REEL: 004309 FRAME: 0629**

Signature:	/m/
Date:	11/03/2010
Total Attachments: 7 source=CDRETT2#page1.tif source=CDRETT2#page2.tif source=CDRETT2#page3.tif source=CDRETT2#page4.tif source=CDRETT2#page5.tif source=CDRETT2#page6.tif source=CDRETT2#page7.tif	

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of October 15, 2010, 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 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.

WITNESSETH:

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, the Grantor and the other 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, pursuant to the Second Lien Guarantee and Collateral Agreement, the 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, 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 Second Lien Term Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the 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 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 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 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 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 the date first written above.

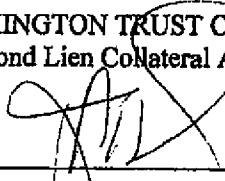
CDRE TM LLC,  
as Grantor

By: Seth Truitt  
Name: Seth Truitt  
Title: Senior Vice President and  
Assistant Secretary

[SIGNATURE PAGE - GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS - CDRE TM, LLC]

TRADEMARK  
REEL: 004309 FRAME: 0633

WILMINGTON TRUST COMPANY  
as Second Lien Collateral Agent

By:   
Name: \_\_\_\_\_  
Title: **James A. Hanley**  
**Vice President**

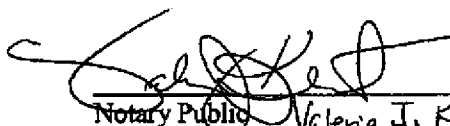
[SIGNATURE PAGE - GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS - CORE TM LLC]

TRADEMARK  
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ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW JERSEY )  
 ) ss  
COUNTY OF MORRIS )

On the 14<sup>th</sup> day of October, 2010, before me personally came Seth I. Trivid,  
to me known, who being by me duly sworn, did dispose and say that ~~she~~he is the Senior Vice President  
and Asst. 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. Khoshtinat  
NJ # 33843  
My Commission Expires 8/11/2013

(PLACE STAMP AND SEAL ABOVE)





**Annex A**

**US Trademark Registrations**  
**of CDRE TM LLC**

<b>Trademark</b>	<b>Reg. No.</b>	<b>Goods/Services</b>
<b>PREFERRED MOVES</b>	<b>Reg. No. 3,398,527</b>	<b>Class 35: Promoting the real estate and financial services of others by means of an affinity program provided to employers to assist employees that feature discounts and rebates for preferred customers in the sale, rental and purchase of real estate, home maintenance and referrals in the field of home repair and mortgages</b>  <b>Class 36: Real estate services, namely, assisting preferred customers with mortgage planning, and the selling, renting, purchasing, of real estate</b>
<b>A DIFFERENT KIND OF REAL ESTATE COMPANY</b>	<b>Reg. No. 2,635,982</b>	<b>Class 35: Personnel, business, and employee relocation services</b>  <b>Class 36: Real estate brokerage, management, leasing, investment and agency services</b>