

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Prudential Real Estate Affiliates, Inc.		12/06/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Prudential Financial, Inc.
Street Address:	751 Broad Street
City:	Newark
State/Country:	NEW JERSEY
Postal Code:	07102-3777
Entity Type:	CORPORATION: NEW JERSEY

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2297105	EREALTY
Registration Number:	3859015	ONLINE BUYER ADVANTAGE
Registration Number:	3843963	ONLINE SELLER ADVANTAGE
Registration Number:	3183430	THE FUTURE OF REAL ESTATE. NOW.
Registration Number:	2591592	CLICK TO THE FUTURE
Registration Number:	3889990	DREAMBUILDER
Registration Number:	2321571	ECERTIFIED
Registration Number:	2387224	ECERTIFIED
Registration Number:	2321573	ECERTIFIED ECERTIFIED
Registration Number:	2321572	ECERTIFIED
Registration Number:	4016612	E.CERTIFIED 2.0
Registration Number:	1290548	FINE HOMES
Registration Number:	2293980	IMPACT DYNAMICS SYSTEM
Registration Number:	2974937	ONE PRICE PROMISE

TRADEMARK

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REEL: 004673 FRAME: 0115

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Registration Number:	4050934	NEXTWORK
Registration Number:	2924887	DREAM BUILDER
Registration Number:	3328248	TEAMBUILDER

CORRESPONDENCE DATA

Fax Number: (212)909-6836
Phone: 212-909-6000
Email: trademarks@debevoise.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Steven Keslowitz. Esq.
Address Line 1: 919 Third Avenue
Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	08660-1022
NAME OF SUBMITTER:	Steven Keslowitz
Signature:	/Steven Keslowitz/
Date:	12/06/2011

Total Attachments: 7
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NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN
TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Notice"), dated as of December 6, 2011, is made by Prudential Real Estate Affiliates, Inc., a Delaware corporation (the "Grantor"), in favor of Prudential Financial, Inc., a New Jersey corporation, as Administrative Agent (the "Secured Party"); the Secured Party and the Grantor, collectively the "Parties").

WHEREAS, the Grantor is the owner of the trademarks, service marks, trade dress, logos, trade names, and brand identifiers, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith; set forth on Schedule I attached hereto (collectively, the "Trademarks");

WHEREAS, pursuant to the terms and conditions of the Pledge and Security Agreement dated as of December 6, 2011, by and among the Parties and the other grantors party thereto (the "General Security Agreement"), the Grantor granted to the Secured Party a lien on and security interest in, certain intellectual property owned by the Grantor, including the Trademarks, all goodwill associated therein and all proceeds of the foregoing (collectively, the "Trademark Collateral"); and

WHEREAS, pursuant to the General Security Agreement, the Grantor agreed to execute and deliver to the Secured Party this Notice for purposes of filing the same with the United States Patent and Trademark Office (the "USPTO") to confirm, evidence and record the security interest in the Trademark Collateral granted pursuant to the General Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the General Security Agreement, the Grantor hereby agrees with the Secured Party as follows:

Section 1. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, pursuant to the General Security Agreement it granted to the Secured Party, a lien on and security interest in all of its right, title and interest in, to and under the Trademark Collateral of the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all products, proceeds, substitutions and replacements of any and all of the Trademark Collateral, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor.

In no event shall the Trademark Collateral include or the security interest granted hereunder attach to any intent-to-use trademark or service mark application prior to the filing and acceptance of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application or the resulting registration under applicable United States federal law.

Section 2. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the General Security Agreement. To the extent that there is any conflict between this Agreement and the General Security Agreement, the General Security Agreement shall control in all respects. The General Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

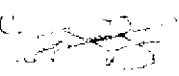
Section 3. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral are more fully set forth in the General Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. The Parties hereby acknowledge and agree that the security interest in the Trademark Collateral may only be terminated in accordance with the terms of the General Security Agreement or upon their mutual consent.

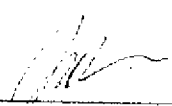
Section 4. Counterparts. This Notice may be executed in counterparts of the parties hereof, and each such counterpart shall be considered an original and all such counterparts shall constitute one and the same instrument. The parties may deliver such counterparts by facsimile or electronic transmission in Portable Document Format (.pdf) or other unalterable electronic format. Each party hereto agrees to deliver a manually executed original promptly following such facsimile or electronic transmission.

Section 5. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

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IN WITNESS WHEREOF, the undersigned has caused this Notice to be duly executed and delivered as of the date first above written.

PRUDENTIAL FINANCIAL, INC. 

By: 
Name: Jurgen Muhlhauser
Title: Vice President and Assistant Treasurer

[Signature Page to Notice and Confirmation of Grant in Security Interest in Trademark]

IN WITNESS WHEREOF, the undersigned has caused this Notice to be duly executed and delivered as of the date first above written.

PRUDENTIAL REAL ESTATE
AFFILIATES, INC.

By: 

Name: Michael E. Wasenius

Title: Authorized Signatory

[Signature Page to Notice and Confirmation of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 004673 FRAME: 0120

Schedule I

Trademarks Registrations and Applications Owned by Grantor

Owner	Trademark	Country	Registration No.	Registration Date
Prudential Real Estate Affiliates, Inc.	EREALTY	United States of America	2,297,105	Nov. 30, 1999
Prudential Real Estate Affiliates, Inc.	ONLINE BUYER ADVANTAGE	United States of America	3,859,015	Oct. 12, 2010
Prudential Real Estate Affiliates, Inc.	ONLINE SELLER ADVANTAGE	United States of America	3,843,963	Sept. 7, 2010
Prudential Real Estate Affiliates, Inc.	THE FUTURE OF REAL ESTATE. NOW.	United States of America	3,183,430	Dec. 12, 2006
Prudential Real Estate Affiliates, Inc.	CLICK TO THE FUTURE	United States of America	2,591,592	July 9, 2002
Prudential Real Estate Affiliates, Inc.	DREAMBUILDER	United States of America	3,889,990	Dec. 14, 2010

Owner	Trademark	Country	Registration No.	Registration Date
Prudential Real Estate Affiliates, Inc.	ECERTIFIED	United States of America	2,321,571	Feb. 22, 2000
Prudential Real Estate Affiliates, Inc.	ECERTIFIED	United States of America	2,387,224	Sept. 19, 2000
Prudential Real Estate Affiliates, Inc.	ECERTIFIED and Design	United States of America	2,321,573	Feb. 22, 2000
Prudential Real Estate Affiliates, Inc.	ECERTIFIED and Design	United States of America	2,321,572	Feb. 22, 2000
Prudential Real Estate Affiliates, Inc.	ECERTIFIED2.0 and Design	United States of America	4,016,612	August 23, 2011
Prudential Real Estate Affiliates, Inc.	FINE HOMES	United States of America	1,290,548	Aug. 14, 1984
Prudential Real Estate Affiliates, Inc.	IMPACT DYNAMICS SYSTEM	United States of America	2,293,980	Nov. 23, 1999

Owner	Trademark	Country	Registration No.	Registration Date
Prudential Real Estate Affiliates, Inc.	ONE PRICE PROMISE	United States of America	2,974,937	July 19, 2005
Prudential Real Estate Affiliates, Inc.	NEXTWORK	United States of America	4,050,934	November 1, 2011
Prudential Real Estate Affiliates, Inc.	DREAM BUILDER (stylized)	United States of America	2,924,887	February 8, 2005
Prudential Real Estate Affiliates, Inc.	TEAMBUILDER (stylized)	United States of America	3,328,248	November 6, 2007