

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
CDRE TM LLC		05/01/2013	LIMITED LIABILITY COMPANY: DELAWARE
Title Resource Group LLC		05/01/2013	LIMITED LIABILITY COMPANY: DELAWARE
Century 21 Real Estate LLC		05/01/2013	LIMITED LIABILITY COMPANY: DELAWARE
ERA Franchise Systems LLC		05/01/2013	LIMITED LIABILITY COMPANY: DELAWARE
Coldwell Banker Real Estate LLC		05/01/2013	LIMITED LIABILITY COMPANY: CALIFORNIA
Realogy Group LLC		05/01/2013	LIMITED LIABILITY COMPANY: DELAWARE
Realogy Services Group LLC		05/01/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	1111 Fannin Street, Floor 10
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	4205722	NEW WAVE OF REAL ESTATE
Registration Number:	3858479	NEWYORKCITYSTYLE
Registration Number:	4272410	ONLY WITH US
Registration Number:	4302854	SALES + RENTALS. KNOWLEDGE + GUIDANCE.
Serial Number:	85629502	YOUR NEW WAY HOME

TRADEMARK

Serial Number:	85679258	SUNBELT TITLE AGENCY
Serial Number:	85618108	TITLE!SNAP
Serial Number:	85618540	TITLE!SNAP
Serial Number:	85754237	CENTURY 21
Serial Number:	85754232	CENTURY 21
Serial Number:	85630371	CENTURY 21 BUSINESS BUILDER
Serial Number:	85630365	CENTURY 21 BUSINESS BUILDER
Serial Number:	85630361	CENTURY 21 BUSINESS BUILDER
Registration Number:	4249749	CENTURY 21 FINE HOMES & ESTATES
Serial Number:	85747998	GLOBAL 21
Serial Number:	85734739	MÁS INTELIGENTES. MÁS AUDACES. MÁS RÁPID
Registration Number:	4237903	SMARTER.BOLDER.FASTER.
Registration Number:	4276132	A SMARTER COMMUNITY
Serial Number:	85773461	ERA REAL ESTATE CIRCLE OF SUCCESS CIRCLE
Serial Number:	85773463	ERA REAL ESTATE CIRCLE OF SUCCESS CIRCLE
Serial Number:	85773466	ERA REAL ESTATE CIRCLE OF SUCCESS LEADER
Serial Number:	85773459	ERA REAL ESTATE · GLOBAL · INNOVATION ·
Serial Number:	85681112	CB
Serial Number:	85719826	COLDWELL BANKER PREVIEWS INTERNATIONAL
Serial Number:	85719820	COLDWELL BANKER PREVIEWS INTERNATIONAL
Serial Number:	85696992	RLGY
Serial Number:	85696998	RLGY
Serial Number:	85697001	RLGY
Serial Number:	85703829	
Serial Number:	85703831	
Serial Number:	85703832	
Serial Number:	85703835	
Serial Number:	85703830	
Serial Number:	85696850	RLGY
Serial Number:	85696977	RLGY
Serial Number:	85669757	HOMEBASE
Serial Number:	85669760	HOMEBASE

CORRESPONDENCE DATA

Fax Number: 2124552502

TRADEMARK
REEL: 005036 FRAME: 0904

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (212) 455-3803
Email: ksolomon@stblaw.com
Correspondent Name: Amy E. Ward, 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:	Amy E. Ward
Signature:	/aew/
Date:	05/29/2013

Total Attachments: 11

source=Realogy_credit_JPM - 2013 trademark SI agreement##page1.tif
source=Realogy_credit_JPM - 2013 trademark SI agreement##page2.tif
source=Realogy_credit_JPM - 2013 trademark SI agreement##page3.tif
source=Realogy_credit_JPM - 2013 trademark SI agreement##page4.tif
source=Realogy_credit_JPM - 2013 trademark SI agreement##page5.tif
source=Realogy_credit_JPM - 2013 trademark SI agreement##page6.tif
source=Realogy_credit_JPM - 2013 trademark SI agreement##page7.tif
source=Realogy_credit_JPM - 2013 trademark SI agreement##page8.tif
source=Realogy_credit_JPM - 2013 trademark SI agreement##page9.tif
source=Realogy_credit_JPM - 2013 trademark SI agreement##page10.tif
source=Realogy_credit_JPM - 2013 trademark SI agreement##page11.tif

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated May 1, 2013, is made by each entity listed on Annex A hereto (each a “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 Amended and Restated Credit Agreement, dated as of March 5, 2013 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among REALOGY INTERMEDIATE HOLDINGS LLC (“Holdings”), REALOGY GROUP LLC (the “Borrower”), the Agent, GOLDMAN SACHS LENDING PARTNERS LLC, BARCLAYS BANK PLC, CREDIT SUISSE SECURITIES (USA) LLC, CITIGROUP GLOBAL MARKETS INC. and CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK, as co-syndication agents and 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, each Grantor has executed and delivered an Amended and Restated Guarantee and Collateral Agreement, dated as of March 5, 2013, 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, each 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, 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 Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each 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. 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 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 Loan 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 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. Each 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.

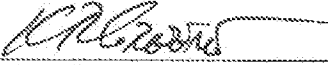
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart to this Agreement by facsimile or electronic transmission shall be as effective as delivery of a manually signed 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 as of the date written above.

Grantors:

CDRE TM LLC

By: 
Name: Kevin R. Greene
Title: Chief Financial Officer

TITLE RESOURCE GROUP LLC

By: _____
Name: Thomas N. Rispoli
Title: Chief Financial Officer

CENTURY 21 REAL ESTATE LLC
ERA FRANCHISE SYSTEMS LLC
COLDWELL BANKER REAL ESTATE LLC

By: _____
Name: Andrew G. Napurano
Title: Chief Financial Officer

REALOGY GROUP LLC
REALOGY SERVICES GROUP LLC

By: _____
Name: Anthony E. Hull
Title: Executive Vice President, Chief Financial Officer and Treasurer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the date written above.

Grantors:

CDRE TM LLC

By: _____

Name: Kevin R. Greene

Title: Chief Financial Officer

TITLE RESOURCE GROUP LLC

By: Thomas N. Rispoli

Name: Thomas N. Rispoli

Title: Chief Financial Officer

CENTURY 21 REAL ESTATE LLC

ERA FRANCHISE SYSTEMS LLC

COLDWELL BANKER REAL ESTATE LLC

By: _____

Name: Andrew G. Napurano

Title: Chief Financial Officer

REALOGY GROUP LLC

REALOGY SERVICES GROUP LLC

By: _____

Name: Anthony E. Hull

Title: Executive Vice President, Chief Financial Officer and Treasurer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the date written above.

Grantors:

CDRE TM LLC

By: _____

Name: Kevin R. Greene

Title: Chief Financial Officer

TITLE RESOURCE GROUP LLC

By: _____

Name: Thomas N. Rispoli

Title: Chief Financial Officer

CENTURY 21 REAL ESTATE LLC

ERA FRANCHISE SYSTEMS LLC

COLDWELL BANKER REAL ESTATE LLC

By:  _____

Name: Andrew G. Napurano

Title: Chief Financial Officer

REALOGY GROUP LLC

REALOGY SERVICES GROUP LLC

By: _____

Name: Anthony E. Hull

Title: Executive Vice President, Chief Financial Officer and Treasurer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the date written above.

Grantors:

CDRE TM LLC

By: _____
Name: Kevin R. Greene
Title: Chief Financial Officer

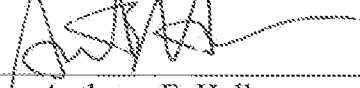
TITLE RESOURCE GROUP LLC

By: _____
Name: Thomas N. Rispoli
Title: Chief Financial Officer

CENTURY 21 REAL ESTATE LLC
ERA FRANCHISE SYSTEMS LLC
COLDWELL BANKER REAL ESTATE LLC

By: _____
Name: Andrew G. Napurano
Title: Chief Financial Officer

REALOGY GROUP LLC
REALOGY SERVICES GROUP LLC

By:  _____
Name: Anthony E. Hull
Title: Executive Vice President, Chief Financial Officer and Treasurer

JPMORGAN CHASE BANK, N.A.,

as Administrative Agent for the Lenders

By: *[Signature]*
Name: *[Signature]*
Title: *[Signature]*

Annex A

List of Grantors

CDRE TM LLC

TITLE RESOURCE GROUP LLC

CENTURY 21 REAL ESTATE LLC

ERA FRANCHISE SYSTEMS LLC

COLDWELL BANKER REAL ESTATE LLC

REALOGY GROUP LLC

REALOGY SERVICES GROUP LLC

Annex B

United States Trademark Applications and Registrations

CDRE TM LLC

Trademark	Country Name	Owner Name	Application No.	Registration No.
NEW WAVE OF REAL ESTATE & Design	United States	CDRE TM LLC	85535694	4205722
NEWYORKCITYSTYLE	United States	CDRE TM LLC	77819231	3858479
ONLY WITH US	United States	CDRE TM LLC	85690452	4272410
SALES + RENTALS. KNOWLEDGE + GUIDANCE.	United States	CDRE TM LLC	85662605	4302854
YOUR NEW WAY HOME	United States	CDRE TM LLC	85629502	

Title Resource Group LLC

Trademark	Country Name	Owner Name	Application No.	Registration No.
SUNBELT TITLE AGENCY & Sun Design	United States	Title Resource Group LLC	85679258	
Title!Snap	United States	Title Resource Group LLC	85618108	
Title!Snap & Design	United States	Title Resource Group LLC	85618540	

Century 21 Real Estate LLC

Trademark	Country Name	Owner Name	Application No.	Registration No.
CENTURY 21 & New Pitched Roof House Design	United States	Century 21 Real Estate LLC	85754237	
CENTURY 21 & New Pitched Roof House Design	United States	Century 21 Real Estate LLC	85754232	
CENTURY 21 BUSINESS BUILDER	United States	Century 21 Real Estate LLC	85630371	
CENTURY 21 BUSINESS BUILDER	United States	Century 21 Real Estate LLC	85630365	
CENTURY 21 BUSINESS BUILDER	United States	Century 21 Real Estate LLC	85630361	
CENTURY 21 FINE HOMES & ESTATES & New Pointed Gate Design	United States	Century 21 Real Estate LLC	85588557	4249749
Global 21	United States	Century 21 Real Estate LLC	85747998	
MAS INTELIGENTES. MAS AUDACES. MAS RAPIDOS.	United States	Century 21 Real Estate LLC	85734739	
SMARTER.BOLDER.FASTER	United States	Century 21 Real Estate LLC	85666861	4237903

ERA Franchise Systems LLC

Trademark	Country Name	Owner Name	Application No.	Registration No.
A SMARTER COMMUNITY	United States	ERA Franchise Systems LLC	85026180	4276132
ERA REAL ESTATE CIRCLE OF SUCCESS CIRCLE OF ACHIEVEMENT & Design	United States	ERA Franchise Systems LLC	85773461	
ERA REAL ESTATE CIRCLE OF SUCCESS CIRCLE OF HONOR & Design	United States	ERA Franchise Systems LLC	85773463	
ERA REAL ESTATE CIRCLE OF SUCCESS LEADERS' CIRCLE & Design	United States	ERA Franchise Systems LLC	85773466	
ERA REAL ESTATE GLOBAL INNOVATION TRUE VALUE BEST IN CLASS COMMUNITY & Design	United States	ERA Franchise Systems LLC	85773459	

Coldwell Banker Real Estate LLC

Trademark	Country Name	Owner Name	Application No.	Registration No.
CB in a House Design	United States	COLDWELL BANKER REAL ESTATE LLC	85681112	
COLDWELL BANKER PREVIEWS INTERNATIONAL & Sunburst Design in 3D b/w	United States	COLDWELL BANKER REAL ESTATE LLC	85719826	
COLDWELL BANKER PREVIEWS INTERNATIONAL & Sunburst Design in 3D color	United States	COLDWELL BANKER REAL ESTATE LLC	85719820	

Realogy Group LLC

Trademark	Country Name	Owner Name	Application No.	Registration No.
RLGY	United States	Realogy Group LLC	85696992	
RLGY	United States	Realogy Group LLC	85696998	
RLGY	United States	Realogy Group LLC	85697001	
House & Wave Design	United States	Realogy Group LLC	85703829	
House & Wave Design	United States	Realogy Group LLC	85703831	
House & Wave Design	United States	Realogy Group LLC	85703832	
House & Wave Design	United States	Realogy Group LLC	85703835	
House & Wave Design	United States	Realogy Group LLC	85703830	
RLGY	United States	Realogy Group LLC	85696850	
RLGY	United States	Realogy Group LLC	85696977	

Realogy Services Group LLC

Trademark	Country Name	Owner Name	Application No.	Registration No.
HOMEBASE	United States	Realogy Services Group LLC	85669757	
HOMEBASE (Stylized)	United States	Realogy Services Group LLC	85669760	