

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM320896

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZipRealty LLC (f/k/a ZipRealty, Inc.)		10/20/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 S. Dearborn		
Internal Address:	7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	2893591	ZIPAGENT	
Registration Number:	2893592	ZIPADVANTAGE	
Registration Number:	2893593	ZIPTIPS	
Registration Number:	2895842	ZIPNOTIFY	
Registration Number:	3261847	ZIPMORTGAGE	
Registration Number:	3830712	ZIPREWARDS	
Registration Number:	3830748	STICK WITH US. SAVE BIG.	
Registration Number:	4167683	STREETSCAN	
Registration Number:	4168077	ZIPREALTY	
Registration Number:	4168078		
Registration Number:	4346609	REAL-ESTATE.COM	
Registration Number:	4466069	Z ZAP	
Registration Number:	4477516	POWERED BY ZIPREALTY TECHNOLOGY	
Registration Number:	4477517	POWERED BY ZIPREALTY TECHNOLOGY	
Registration Number:	2507682	ZIPREALTY	
Registration Number:	4167681	STREETSKETCH	
Registration Number:	4564392	Z	
Registration Number:	4564393	ZIPREALTY	
TRADEMARK			

CH \$590.00 2893591

Property Type	Number	Word Mark
Registration Number:	4568496	Z
Registration Number:	4568497	ZIPREALTY
Serial Number:	86051451	ZIPPRICE
Serial Number:	85500406	POWERED BY ZIP
Serial Number:	85952749	Z ZAP

CORRESPONDENCE DATA

Fax Number: 2124552502

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

Phone: (212) 455-3011

Email: jnull@stblaw.com

Correspondent Name: Alexander Key

Address Line 1: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509333/0132
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	10/22/2014

Total Attachments: 6

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated October 20, 2014, is made by ZIPREALTY LLC ("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 from time to time thereafter made thereto, including Supplement No. 1, dated as of August 12, 2014, and Supplement No. 2, dated as of August 15, 2014, 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.

ZIPREALTY LLC

as Grantor

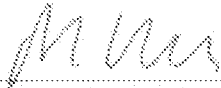
By: 

Name: Anthony E. Hull

Title: Executive Vice President and Treasurer

JPMORGAN CHASE BANK, N.A.,

as Administrative Agent for the Lenders


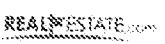
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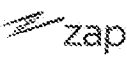




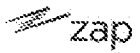
Name: Brendan M. Poe

Title: Executive Director

Schedule A

United States Trademark Applications and Registrations

Trademark	Country	Owner Name	Application No.	Registration No.
ZIPAGENT	USA	ZipRealty LLC (f/k/a ZipRealty, Inc.)	78319223	2,893,591
ZIPADVANTAGE	USA	ZipRealty LLC (f/k/a ZipRealty, Inc.)	78319230	2,893,592
ZIPTIPS	USA	ZipRealty LLC (f/k/a ZipRealty, Inc.)	78319238	2,893,593
ZIPNOTIFY	USA	ZipRealty LLC (f/k/a ZipRealty, Inc.)	78319246	2,895,842
ZIPMORTGAGE	USA	ZipRealty LLC (f/k/a ZipRealty, Inc.)	78319257	3,261,847
ZIPREWARDS	USA	ZipRealty LLC (f/k/a ZipRealty, Inc.)	77817916	3,830,712
STICK WITH US. SAVE BIG.	USA	ZipRealty LLC (f/k/a ZipRealty, Inc.)	77826076	3,830,748
STREETSCAN	USA	ZipRealty LLC (f/k/a ZipRealty, Inc.)	85464904	4,167,683
ZIPREALTY	USA	ZipRealty LLC (f/k/a ZipRealty, Inc.)	85500409	4,168,077
 (Design Only)	USA	ZipRealty LLC (f/k/a ZipRealty, Inc.)	85500414	4,168,078
REAL-ESTATE.COM 	USA	ZipRealty LLC (f/k/a ZipRealty, Inc.)	85750793	4,346,609
Z ZAP	USA	ZipRealty LLC (f/k/a ZipRealty, Inc.)	85952761	4,466,069

				
POWERED BY ZIPREALTY TECHNOLOGY	USA	ZipRealty LLC (f/k/a ZipRealty, Inc.)	85952784	4,477,516
POWERED BY ZIPREALTY TECHNOLOGY	USA	ZipRealty LLC (f/k/a ZipRealty, Inc.)	85952792	4,477,517
ZIPREALTY	USA	ZipRealty LLC (f/k/a ZipRealty, Inc.)	75721275	2,507,682
STREETSKETCH	USA	ZipRealty LLC (f/k/a ZipRealty, Inc.)	85464889	4,167,681
Z 	USA	ZipRealty LLC (f/k/a ZipRealty, Inc.)	85038140	4,564,392
ZIPREALTY  ZipRealty	USA	ZipRealty LLC (f/k/a ZipRealty, Inc.)	85038235	4,564,393
Z 	USA	ZipRealty LLC (f/k/a ZipRealty, Inc.)	85038137	4,568,496
ZIPREALTY  ZipRealty	USA	ZipRealty LLC (f/k/a ZipRealty, Inc.)	85038233	4,568,497
ZIPPRICE	USA	ZipRealty LLC (f/k/a ZipRealty, Inc.)	86051451	N/A
POWERED BY ZIP	USA	ZipRealty LLC (f/k/a ZipRealty, Inc.)	85500406	N/A
Z ZAP 	USA	ZipRealty LLC (f/k/a ZipRealty, Inc.)	85952749	N/A