

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM434031

<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>
Westside Rentals, LLC		04/24/2017	Limited Liability Company: CALIFORNIA
Westside Credit Services, LLC		04/24/2017	Limited Liability Company: CALIFORNIA
CS Land LLC		04/24/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK, N.A., as Administrative Agent		
<b>Street Address:</b>	4 CHASE METROTECH CENTER		
<b>City:</b>	Brooklyn		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11245		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4330139	WESTSIDE RENTALS	
<b>Registration Number:</b>	4330138	WESTSIDERENTALS.COM	
<b>Registration Number:</b>	4997638	WSR BROKERAGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<i>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.</i>			
<b>Phone:</b>	800-494-5225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	Cogency Global Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F171169		
<b>NAME OF SUBMITTER:</b>	Justin Hunte		
<b>SIGNATURE:</b>	/Justin Hunte/		

OP \$90.00 4330139

<b>DATE SIGNED:</b>	07/06/2017
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**Total Attachments: 6**

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- source=CoStar - 2017 - Trademark Security Agreement [Cogency]#page7.tif

TRADEMARK SECURITY AGREEMENT, dated as of April 24, 2017 among the companies listed on Schedule I hereto (each, a "Grantor") and JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Administrative Agent").

Reference is made to the Guarantee and Collateral Agreement dated as of April 1, 2014 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among CoStar Realty Group, Inc., as Borrower, CoStar Realty Information, Inc., as Co-Borrower, the Lenders party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of April 1, 2014, as amended as of June 1, 2015 (as further amended, supplemented or otherwise modified from time to time (the "Credit Agreement")). The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not defined herein shall have the meaning assigned thereto in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof, and all registration and applications filed in connection therewith, including registrations and applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those United States registrations and applications listed on Schedule II (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all other assets, rights and interests that uniquely reflect or embody the Trademarks; provided that any Trademark application filed in the United States Patent and Trademark Office on the basis of any Grantor's "intent-to-use" such Trademark, will not be deemed to be Trademark Collateral unless and until acceptable evidence of use of the Trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §§ 1051, *et seq.*), if, to the extent, and for so long as, granting a security interest or other lien in such Trademark application prior to such filing could reasonably be expected to adversely affect the enforceability or validity of such Trademark application.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in connection with, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

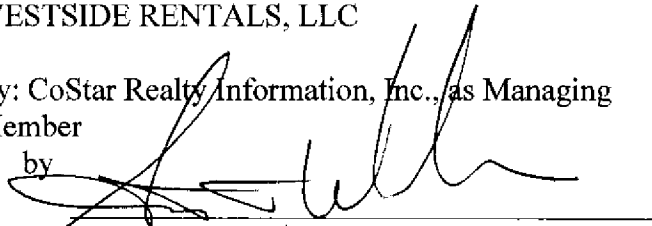
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

WESTSIDE RENTALS, LLC

By: CoStar Realty Information, Inc., as Managing Member

by



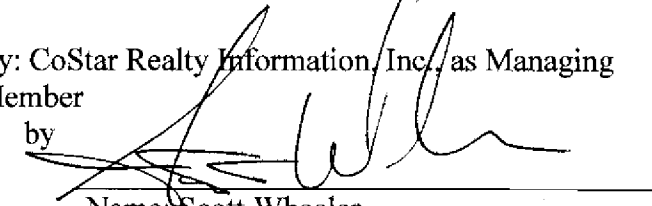
Name: Scott Wheeler

Title: Chief Financial Officer

WESTSIDE CREDIT SERVICES, LLC

By: CoStar Realty Information, Inc., as Managing Member

by



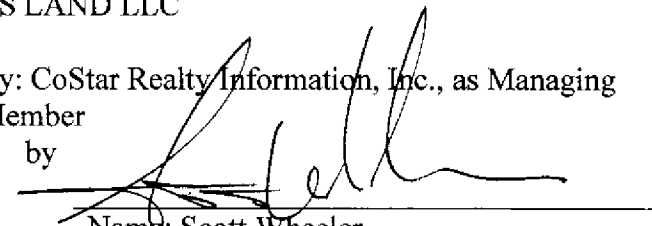
Name: Scott Wheeler

Title: Chief Financial Officer

CS LAND LLC

By: CoStar Realty Information, Inc., as Managing Member

by




Name: Scott Wheeler

Title: Chief Financial Officer

[Signature Page – Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006099 FRAME: 0686**

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent,

by   
Name: Arida Schreibstein  
Title: Executive Director

[Signature Page – Trademark Security Agreement]

[[3653509]]

**TRADEMARK**  
**REEL: 006099 FRAME: 0687**

Schedule I

<b>Name</b>	<b>Jurisdiction of Formation</b>
WESTSIDE RENTALS, LLC	CALIFORNIA
WESTSIDE CREDIT SERVICES, LLC	CALIFORNIA
CS LAND LLC	DELAWARE

Schedule II - Trademarks

Registered Owner	Mark	Registration Number	Jurisdiction
WESTSIDE RENTALS, LLC	WESTSIDE RENTALS	4,330,139	United States of America
WESTSIDE RENTALS, LLC	WESTSIDERENTALS.COM	4,330,138	United States of America
WESTSIDE RENTALS, LLC	WSR BROKERAGE & DESIGN	4,997,638	United States of America