

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM451801

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CoStar Group Inc.		10/19/2017	Corporation: DELAWARE
CoStar Realty Information, Inc.		10/19/2017	Corporation: DELAWARE
Network Communications, LLC		10/19/2017	Limited Liability Company: GEORGIA
CS Land LLC		10/19/2017	Limited Liability Company: DELAWARE

**RECEIVING PARTY DATA**

<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

**PROPERTY NUMBERS Total: 32**

Property Type	Number	Word Mark
<b>Registration Number:</b>	4715203	LANDS OF AMERICA
<b>Registration Number:</b>	4751826	LOOPNET PRO VIDEO
<b>Registration Number:</b>	4760349	LOOPNET PRO VIDEO
<b>Registration Number:</b>	4784770	LOOPNET TARGETED ADVERTISING
<b>Registration Number:</b>	4798080	POWER BROKER
<b>Registration Number:</b>	4788654	COSTAR REAL ESTATE MANAGER
<b>Registration Number:</b>	4793121	COSTAR BROKERAGE APPLICATIONS
<b>Registration Number:</b>	4792797	COSTAR LEASE ANALYSIS
<b>Registration Number:</b>	4793124	LOOPNET
<b>Registration Number:</b>	4793484	LOOPNET PREMIUM LISTER
<b>Registration Number:</b>	4798136	COSTAR INVESTMENT ANALYSIS
<b>Registration Number:</b>	4798078	COSTAR RISK ANALYTICS
<b>Registration Number:</b>	4802162	COSTAR PRIVATE SALE NETWORK
<b>Registration Number:</b>	4802164	COSTAR PORTFOLIO STRATEGY
<b>Registration Number:</b>	4811395	LOOPNET TARGETED ADVERTISING

OP \$815.00 4715203

**TRADEMARK**

Property Type	Number	Word Mark
Registration Number:	4865539	SHOWCASE.COM
Registration Number:	4876829	THE KNOWLEDGE MARKET
Registration Number:	4911993	COSTAR GROUP
Registration Number:	4911992	COSTAR SUITE
Registration Number:	4916533	CONNECTING COMMERCIAL REAL ESTATE
Registration Number:	4916581	COSTAR
Registration Number:	3576831	LANDWATCH.COM
Registration Number:	4563420	COSTARGO
Registration Number:	5042057	REVIEW SCOUT
Registration Number:	4707251	BIZBUYSELL
Serial Number:	86328507	APARTMENTS.COM
Serial Number:	86534814	APARTMINTERNET
Serial Number:	86541137	POLYGON
Serial Number:	86735387	THE FUTURE OF APARTMENTS
Serial Number:	87063382	COSTAR MARKET ANALYTICS
Serial Number:	87064783	LOOPSTAR
Registration Number:	4831746	FINDERSITES

**CORRESPONDENCE DATA**

Fax Number: 8004947512

*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: 202-370-4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F173965
NAME OF SUBMITTER:	Justin Hunte
SIGNATURE:	/Justin Hunte/
DATE SIGNED:	11/21/2017

**Total Attachments: 7**

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TRADEMARK SECURITY AGREEMENT, dated as of October 19, 2017, among COSTAR GROUP, INC. (the "Borrower"), COSTAR REALTY INFORMATION, INC. (the "Co-Borrower"), the Subsidiaries party hereto 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 and restated as of October 19, 2017 (as further amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, the 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 Amended and Restated Credit Agreement dated as of October 19, 2017 (as 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 (other than the Borrower) 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 (the "Trademarks"), including those United States registrations and applications listed on Schedule I;

(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.

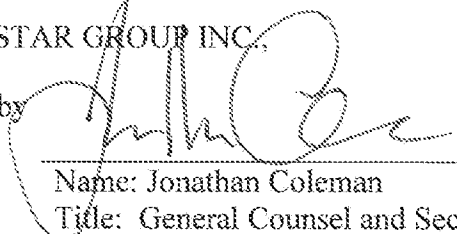
SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in connection with, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

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

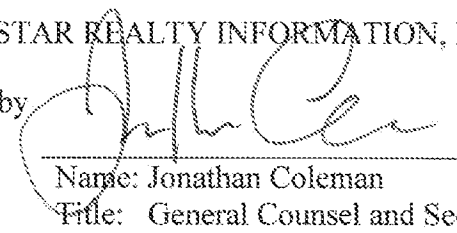
COSTAR GROUP INC.,

by

  
Name: Jonathan Coleman  
Title: General Counsel and Secretary

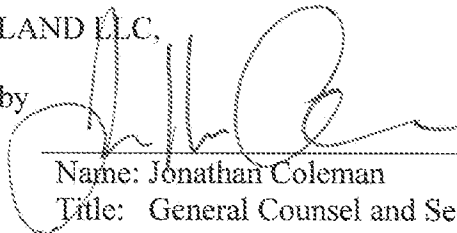
COSTAR REALTY INFORMATION, INC.,

by

  
Name: Jonathan Coleman  
Title: General Counsel and Secretary

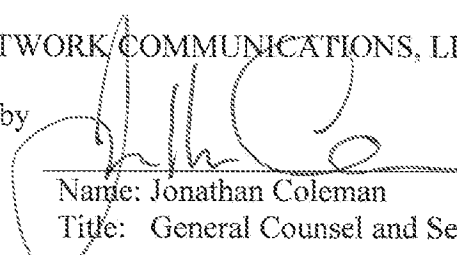
CS LAND LLC,

by

  
Name: Jonathan Coleman  
Title: General Counsel and Secretary

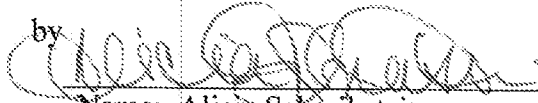
NETWORK COMMUNICATIONS, LLC,

by

  
Name: Jonathan Coleman  
Title: General Counsel and Secretary

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

by



Name: Alicia Schreiberstein

Title: Executive Director

[Signature Page to Trademark Security Agreement]

[[368(513)]]

**TRADEMARK**  
**REEL: 006265 FRAME: 0034**

Schedule I

***I. Trademarks***

<b><u>Registered Owner</u></b>	<b><u>Mark</u></b>	<b><u>Registration No.</u></b>
CoStar Realty Information, Inc.	LANDS OF AMERICA & Design	US Reg. No. 4,715,203
CoStar Realty Information, Inc.	LoopNet Pro Video	US Reg. No. 4,751,826
CoStar Realty Information, Inc.	LoopNet Pro Video	US Reg. No. 4,760,349
CoStar Realty Information, Inc.	LoopNet Targeted Advertising	US Reg. No. 4,784,770
CoStar Realty Information, Inc.	POWER BROKER	US Reg. No. 4,798,080
CoStar Realty Information, Inc.	CoStar Real Estate Manager	US Reg. No. 4,788,654
CoStar Realty Information, Inc.	CoStar Brokerage Applications	US Reg. No. 4,793,121
CoStar Realty Information, Inc.	COSTAR LEASE ANALYSIS	US Reg. No. 4,792,797
CoStar Realty Information, Inc.	LoopNet (Design - Color)	US Reg. No. 4,793,124
CoStar Realty Information, Inc.	LoopNet Premium Lister	US Reg. No. 4,793,484
CoStar Realty Information, Inc.	CoStar Investment Analysis	US Reg. No. 4,798,136
CoStar Realty Information, Inc.	CoStar Risk Analytics	US Reg. No. 4,798,078

CoStar Realty Information, Inc.	CoStar Private Sale Network	US Reg. No. 4,802,162
CoStar Realty Information, Inc.	CoStar Portfolio Strategy	US Reg. No. 4,802,164
CoStar Realty Information, Inc.	LOOPNET TARGETED ADVERTISING	US Reg. No. 4,811,395
CoStar Realty Information, Inc.	SHOWCASE.COM	US Reg. No. 4,865,539
CoStar Realty Information, Inc.	THE KNOWLEDGE MARKET	US Reg. No. 4,876,829
CoStar Realty Information, Inc.	CoStar Group (Design)	US Reg. No. 4,911,993
CoStar Realty Information, Inc.	CoStar Suite	US Reg. No. 4,911,992
CoStar Realty Information, Inc.	CONNECTING COMMERCIAL REAL ESTATE	US Reg. No. 4,916,533
CoStar Realty Information, Inc.	CoStar (Design - Color)	US Reg. No. 4,916,581
CS Land LLC	LANDWATCH.COM	US Reg. No. 3,576,831
CoStar Realty Information, Inc.	CoStarGo	US Reg. No. 4,563,420
Network Communications, Inc.	FINDERSITES	US Reg. No. 4,831,746



Network Communications, Inc.	REVIEW SCOUT	US Reg. No. 5,042,057
CoStar Realty Information, Inc.	BizBuySell & Star Design	US Reg. No. 4,707,251
CoStar Realty Information, Inc.	LoopNet Targeted Advertising	US Reg. No. 4,811,395

***II. Trademark Applications***

<b><u>Registered Owner</u></b>	<b><u>Mark</u></b>	<b><u>Application No.</u></b>
CoStar Realty Information, Inc.	Apartments.com & Star Design	86/328507
CoStar Realty Information, Inc.	APARTMINTERNET	86/534,814
CoStar Realty Information, Inc.	POLYGON	86/541,137
CoStar Realty Information, Inc.	THE FUTURE OF APARTMENTS	86/735,387
CoStar Realty Information, Inc.	COSTAR MARKET ANALYTICS	87/063382
CoStar Realty Information, Inc.	LOOPSTAR	87/064783