

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM467394

<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>
UNITED ADVERTISING PUBLICATIONS, INC.		03/23/2018	Corporation: WASHINGTON
<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: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4824769	AFTER55.COM	
<b>Registration Number:</b>	4842770	POUR L'AMOUR	
<b>Registration Number:</b>	2619255	APARTMENT GUIDE	
<b>Registration Number:</b>	2327508	CORPORATE HOUSING CONNECTION	
<b>Registration Number:</b>	1636133	FOR RENT	
<b>Registration Number:</b>	4685123	FOR RENT UNIVERSITY	
<b>Registration Number:</b>	3510549	FORRENT.COM	
<b>Registration Number:</b>	3061578	FORRENT.COM	
<b>Registration Number:</b>	4760210	FORRENTUNIVERSITY.COM	
<b>Registration Number:</b>	1529658	QUICK CHECK GUIDE	
<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>	202-370-4750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Joanna McCall		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		

OP \$265.00 4824769

<b>Address Line 4:</b>	Washington, D.C. 20005
<b>ATTORNEY DOCKET NUMBER:</b>	F176231
<b>NAME OF SUBMITTER:</b>	Annette Vera
<b>SIGNATURE:</b>	/ANNETTE VERA/
<b>DATE SIGNED:</b>	03/28/2018
<b>Total Attachments: 6</b> source=CoStar - Trademark Security Agreement (2018 Joinder) [EXECUTED]#page1.tif source=CoStar - Trademark Security Agreement (2018 Joinder) [EXECUTED]#page2.tif source=CoStar - Trademark Security Agreement (2018 Joinder) [EXECUTED]#page3.tif source=CoStar - Trademark Security Agreement (2018 Joinder) [EXECUTED]#page4.tif source=CoStar - Trademark Security Agreement (2018 Joinder) [EXECUTED]#page5.tif source=CoStar - Trademark Security Agreement (2018 Joinder) [EXECUTED]#page6.tif	

TRADEMARK SECURITY AGREEMENT, dated as of March 23, 2018, among COSTAR GROUP, INC. (the "Borrower"), COSTAR REALTY INFORMATION, INC. (the "Co-Borrower"), the Subsidiaries listed on Schedule I 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 Subsidiaries from time to time 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 Credit Agreement or the Security Agreement, as applicable. 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.

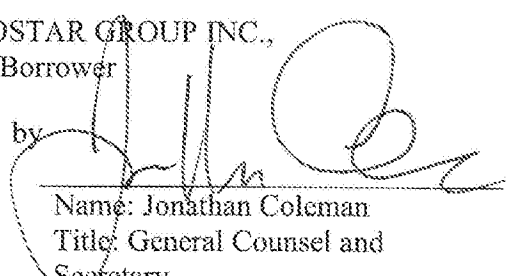
SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in connection with, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the 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.

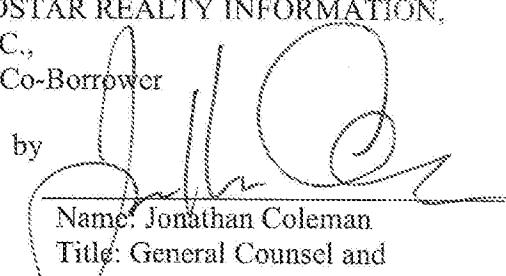
COSTAR GROUP INC.,  
as Borrower

by

  
Name: Jonathan Coleman  
Title: General Counsel and  
Secretary

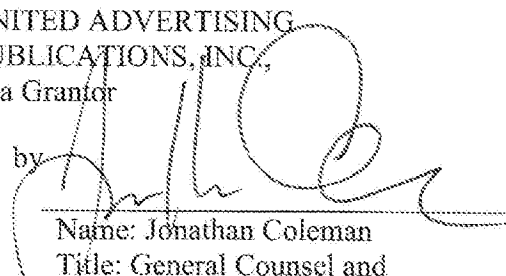
COSTAR REALTY INFORMATION,  
INC.,  
as Co-Borrower

by

  
Name: Jonathan Coleman  
Title: General Counsel and  
Secretary

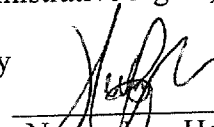
UNITED ADVERTISING  
PUBLICATIONS, INC.,  
as a Grantor

by

  
Name: Jonathan Coleman  
Title: General Counsel and  
Secretary

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

by



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Name: Jose Hernandez  
Title: Executive Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK**

**REEL: 006305 FRAME: 0394**

Schedule I

Subsidiary Parties

United Advertising Publications, Inc.

Schedule II

**I. Trademarks**

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>
United Advertising Publications, Inc.	AFTER55.COM	4,824,769
United Advertising Publications, Inc.	AFTER55.COM (and design)	4,842,770
United Advertising Publications, Inc.	APARTMENT GUIDE	2,619,255
United Advertising Publications, Inc.	CORPORATE HOUSING CONNECTION	2,327,508
United Advertising Publications, Inc.	FOR RENT	1,636,133
United Advertising Publications, Inc.	FOR RENT UNIVERSITY	4,685,123
United Advertising Publications, Inc.	FORRENT.COM	3,510,549
United Advertising Publications, Inc.	FORRENT.COM	3,061,578
United Advertising Publications, Inc.	FORRENTUNIVERSITY.COM	4,760,210
United Advertising Publications, Inc.	QUICK CHECK GUIDE	1,529,658

**II. Trademark Applications**

None.