

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684969

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WARBURG REALTY PARTNERSHIP, LTD.		11/01/2021	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 S DEARBORN ST.		
Internal Address:	7TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3890126	WARBURG REALTY	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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>			
Phone:	2124553605		
Email:	ksolomon@stblaw.com		
Correspondent Name:	GENEVIEVE DORMENT, 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:	GENEVIEVE DORMENT		
SIGNATURE:	/GD/		
DATE SIGNED:	11/01/2021		
Total Attachments: 5			
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GRANT OF
SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS (“Agreement”), dated November 1, 2021, is made by WARBURG REALTY PARTNERSHIP, LTD. (“Grantor”), in favor of JPMORGAN CHASE BANK, N.A., a national banking association, located at 10 S. Dearborn Street, 7th Floor, Chicago, IL 60603, as Administrative Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Term Loan Agreement, dated as of October 23, 2015 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “Term Loan Agreement”), among REALOGY INTERMEDIATE HOLDINGS LLC (“Holdings”), REALOGY GROUP LLC (the “Borrower”), the Agent, and the Lenders.

WITNESSETH:

WHEREAS, pursuant to the Term Loan Agreement, the Lenders have severally agreed to extend credit to the Borrower subject to the terms and conditions set forth therein;

WHEREAS, in connection with the Term Loan Agreement, Grantor has executed and delivered a Guarantee and Collateral Agreement, dated as of October 23, 2015, 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, Grantor pledged and granted to the Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, 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 Term Loan Agreement, 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 Term Loan Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. 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 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 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. 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 Term Loan 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. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement and/or any document to be signed in connection with this agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. "Electronic Signatures" means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

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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.

WARBURG REALTY PARTNERSHIP, LTD.,

as Grantor signed by:

By Seth Truwit
Name: Seth I. Truwit

Title: Senior Vice President and Assistant Secretary

JPMORGAN CHASE BANK, N.A.,

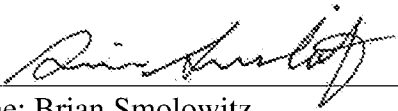
as Administrative Agent for the Lenders

By: _____

Name:

Title

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent for the Lenders

By: 
Name: Brian Smolowitz
Title: Vice President

Schedule A

U.S. Trademarks and Trademark Applications

Mark	App. No/ Reg. No.	Owner(s)
WARBURG REALTY	3890126	WARBURG REALTY PARTNERSHIP, LTD.