

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684996

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Warburg Realty Partnership, Ltd.		11/01/2021	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon Trust Company, N.A.		
Street Address:	500 Ross Street		
Internal Address:	12th Floor		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15262		
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:	2127352000		
<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:	212-735-2811		
Email:	mribando@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	One Manhattan West		
Address Line 2:	Monique L. Ribando		
Address Line 4:	New York, NEW YORK 10001-8602		
ATTORNEY DOCKET NUMBER:	102600-54		
NAME OF SUBMITTER:	M. Oren Epstein		
SIGNATURE:	/OE/		
DATE SIGNED:	11/01/2021		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“Agreement”), dated and effective as of November 1, 2021, is made by Warburg Realty Partnership, Ltd., a New York corporation (the “Grantor”), in favor of The Bank of New York Mellon Trust Company, N.A., a national banking association, having its designated corporate trust office located at 500 Ross Street, 12th Floor, Pittsburgh, Pennsylvania 15262, as Collateral Agent (the “Collateral Agent”) for the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Indenture dated as of June 16, 2020 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “Indenture”) among Realogy Group LLC (the “Company”), Realogy Co-Issuer Corp., Realogy Holdings Corp., Realogy Intermediate Holdings LLC, other Subsidiaries of the Company party thereto as guarantors and The Bank of New York Mellon Trust Company, N.A., as trustee, the Company has duly authorized the issuance of 7.625% Second Lien Secured Notes Due 2025 (the “Notes”);

WHEREAS, pursuant to the Indenture, the Holders have agreed to extend credit to the Company subject to the terms and conditions set forth in the Indenture;

WHEREAS, in connection with the Indenture, the Grantor has executed and delivered the Supplement No. 2 to the Second Lien Priority Collateral Agreement, dated and effective as of the date hereof, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Collateral Agreement Joinder”);

WHEREAS, pursuant to the Collateral Agreement Joinder, the Grantor pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Holders to extend the credit to the Company pursuant to the Indenture and the Notes, the Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, 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 Collateral Agreement Joinder or the Indenture, as applicable.

SECTION 2. Grant of Security Interest.

The Grantor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a continuing security interest in and to all of the Grantor's right, title and interest in all of the Trademarks now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (including, without limitation, those listed on Annex A hereto), as collateral security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, of the Grantor's Obligation.

SECTION 3. Recordation.

This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement.

SECTION 4. Execution in 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 telecopy or electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement or any document to be signed in connection with this Agreement shall be deemed to include electronic signatures, 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, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

SECTION 5. Governing Law.

This Agreement shall be construed in accordance with and governed by the law of the State of New York.

SECTION 6. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Collateral Agreement Joinder and the Indenture. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Collateral Agreement Joinder and the Indenture, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Collateral Agreement Joinder or the Indenture, the provisions of the Collateral Agreement Joinder or the Indenture, as applicable, shall govern.

SECTION 7. WAIVER OF JURY TRIAL.

EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER NOTE DOCUMENT. EACH PARTY HERETO (A) CERTIFIES THAT NO

REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN SECTION 7.10 OF THE COLLATERAL AGREEMENT.

SECTION 8. Recitals, etc.

The recitals contained herein shall be taken as the statements of the Company and the Grantor, and the Collateral Agent assumes no responsibility for their correctness. The Collateral Agent makes no representations as to the validity or sufficiency of this Agreement.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the undersigned have caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

THE BANK OF NEW YORK
MELLON TRUST COMPANY, N.A.,
as Collateral Agent

By: Lawrence M. Kusch
Name: Lawrence M. Kusch
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007479 FRAME: 0767

WARBURG REALTY PARTNERSHIP, as Grantor

DocuSigned by:
Seth Truwit
By: _____
Name: Seth I. Truwit
Title: Senior Vice President and Assistant Secretary

[Signature Page to Trademark Security Agreement]

United States Trademark Applications and Registrations

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