

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM552271

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STR, LLC		12/06/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	4 CHASE METROTECH CENTER		
City:	BROOKLYN		
State/Country:	NEW YORK		
Postal Code:	11245		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4918171	HOTEL DATA CONFERENCE	
Registration Number:	4623959	HOTEL NEWS NOW	
Registration Number:	5291258	WAYPOINT	
Registration Number:	5070181	BENCHMARKING YOUR WORLD	
Registration Number:	3684187	HOTEL NEWS NOW	
Registration Number:	3579866	STR	
Registration Number:	5187698	STR	
Registration Number:	5618671	DSTAR	
Registration Number:	5597120	STR CENTRAL	
Serial Number:	88323994	FORWARD STAR	
CORRESPONDENCE DATA			
Fax Number:	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>			
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.		

OP \$265.00 4918171

Address Line 4:	Washington, D.C. 20005
ATTORNEY DOCKET NUMBER:	1160725
NAME OF SUBMITTER:	ANNETTE VERA
SIGNATURE:	/ANNETTE VERA/
DATE SIGNED:	12/06/2019
Total Attachments: 5 source=CoStar - STR Joinder - Trademark Security Agreement (Executed)#page2.tif source=CoStar - STR Joinder - Trademark Security Agreement (Executed)#page3.tif source=CoStar - STR Joinder - Trademark Security Agreement (Executed)#page4.tif source=CoStar - STR Joinder - Trademark Security Agreement (Executed)#page5.tif source=CoStar - STR Joinder - Trademark Security Agreement (Executed)#page6.tif	

TRADEMARK SECURITY AGREEMENT, dated as of December 6, 2019, between STR, LLC 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 COSTAR GROUP, INC. (the "Borrower"), COSTAR REALTY INFORMATION, INC. (the "Co-Borrower"), the Subsidiary Loan Parties 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 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 I (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.

STR, LLC

Name: Jonathan Coleman
Title: Secretary

[Trademark Security Agreement]

TRADEMARK
REEL: 006810 FRAME: 0389

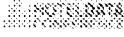


JPMORGAN CHASE BANK, N.A., as
Administrative Agent.

by 
Name: Lauren Sun
Title: Executive Director

[Trademark Security Agreement]

Schedule I

I. Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Design</u>	<u>Registration Number</u>
STR, LLC	HOTEL DATA CONFERENCE (AND DESIGN)		4,918,171
STR, LLC	HOTEL NEWS NOW (STYLIZED)		4,623,959
STR, LLC	WAYPOINT		5,291,258
STR, LLC	BENCHMARKING YOUR WORLD		5,070,181
STR, LLC	HOTEL NEWS NOW		3,684,187
STR, LLC	STR		3,579,866
STR, LLC	STR (CIRCLE LOGO)		5,187,698
STR, LLC	DSTAR		5,618,671
STR, LLC	STR CENTRAL		5,597,120

II. Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Design</u>	<u>Application Number</u>
STR, LLC	FORWARD STAR		88/323,994