

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM707162

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon Trust Company, N.A.		02/07/2022	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Warburg Realty Partnership, Ltd.		
Street Address:	969 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10021		
Entity Type:	Corporation: NEW YORK		
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:	2127352811		
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:	02/08/2022		
Total Attachments: 4			
source=Realogy - Trademark Lien Release (Warburg, BONY Bonds) [Executed]#page1.tif			
source=Realogy - Trademark Lien Release (Warburg, BONY Bonds) [Executed]#page2.tif			
source=Realogy - Trademark Lien Release (Warburg, BONY Bonds) [Executed]#page3.tif			

CH \$40.00 3890126

TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Release"), is made by 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 "Agent") for the Secured Parties in favor of Warburg Realty Partnership, Ltd., a New York corporation ("Grantor"). Capitalized terms used in this Release and not otherwise defined herein have the meanings specified in the Trademark Security Agreement or the Collateral Agreement Joinder (each as hereinafter defined), as applicable.

WHEREAS, Grantor has executed and delivered that certain Supplement No. 2 to the Second Lien Junior Priority Collateral Agreement, dated and effective as of November 1, 2021, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Collateral Agreement Joinder"), pursuant to which Grantor pledged and granted to the Agent for the ratable benefit of the Secured Parties a continuing security interest in and to all of Grantor's right, title and interest in certain Intellectual Property, including the Released Trademarks (as hereinafter defined);

WHEREAS, 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 Grantor's Obligation, Grantor pledged and granted to the Agent for the ratable benefit of the Secured Parties a continuing security interest (together with the security interest in the Released Trademarks granted under the Collateral Agreement Joinder, the "Interest") in and to all of Grantor's right, title and interest in or to all of the Trademarks then owned or at any time thereafter acquired by Grantor or in which Grantor then had or at any time in the future may have acquired any right, title or interest (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Released Trademarks"), pursuant to that certain Trademark Security Agreement, dated and effective as of November 1, 2021, made by Grantor in favor of Agent, which was recorded in the United States Patent and Trademark Office on November 1, 2021 at

Reel/Frame 7479/0762 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement").

WHEREAS, Grantor has requested, and the Agent has agreed to execute, acknowledge and deliver, this Release to terminate the Trademark Security Agreement and confirm the release and discharge of its Interest in the Released Trademarks.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Agent does hereby (i) terminate, release and forever discharge its Interest in the Released Trademarks, (ii) terminate the Trademark Security Agreement, and (iii) reassign to each applicable Grantor any right, title or interest of Agent in or to the Released Trademarks and all goodwill associated therewith or symbolized thereby, in each case without recourse to, or representation or warranty, express or implied, of any kind or nature by, the Agent, and at Grantor's sole cost and expense. Agent authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Release at the Grantors' sole cost and expense. Delivery of an executed counterpart to this Release by facsimile or electronic transmission shall be as effective as delivery of a manually signed original. THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

Executed as of the 7th day of February, 2022.

[Signature on following page.]

AGENT:

The Bank of New York Mellon Trust Company,
N.A., not in its individual capacity, but solely as
Collateral Agent, as Agent

By:  Digitally signed by Lockhart
Leslie
Date: 2022.02.04 13:03:06
-05'00'

Name: Leslie Lockhart

Title: Vice President