TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1

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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST IN TRADEMARKS (R/F 6547/0756)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A.		07/01/2020	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	COZY SERVICES, LLC	
Street Address:	3514 N. Vancouver Avenue	
City:	PORTLAND	
State/Country:	OREGON	
Postal Code:	97227	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4641135	
Registration Number:	4641238	
Registration Number:	4534190	COZY
Registration Number:	4706892	COZY
Registration Number:	5487598	COZY PAY
Registration Number:	4563137	LANDLORDOLOGY

CORRESPONDENCE DATA

2124552502 Fax Number:

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.

Phone: (212)455-3605

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:	007751/0185
NAME OF SUBMITTER:	GENEVIEVE DORMENT
SIGNATURE:	/GD/

DATE SIGNED:	07/10/2020			
Total Attachments: 4				
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RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of July 1, 2020 (this "<u>Release</u>"), by JPMORGAN CHASE BANK, N.A., as Administrative Agent (in such capacity, the "<u>Administrative Agent</u>") in favor of COZY SERVICES, LLC (the "<u>Grantor</u>").

- A. Reference is made to (a) that certain amended and restated credit agreement dated as of October 19, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among CoStar Group, Inc., a Delaware corporation, as borrower (the "Borrower"), CoStar Realty Information, Inc., a Delaware corporation, as co-borrower, (the "Co-Borrower", together with the Borrower, the "Borrowers"), the Lenders from time to time party thereto and the Administrative Agent, and (b) the guarantee and collateral agreement dated as of April 1, 2014, as amended and restated as of October 19, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, the Co-Borrower, the Subsidiaries from time to time party thereto and the Administrative Agent.
- B. Pursuant to the Collateral Agreement and the Trademark Security Agreement (as defined below), the Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all right, title or interest of the Grantor in, to and under the Trademark Collateral (as that term is defined in the Trademark Security Agreement), including the Trademarks set forth on Schedule I hereto, which security interest was recorded with the United States Patent and Trademark Office on February 1, 2019 at REEL/FRAME 6547/0756 (the "Trademark Security Agreement").
- C. In connection with the repayment of all Indebtedness and the termination of all Commitments under the Credit Agreement, and the release of security interests in connection therewith, the Grantor has informed the Administrative Agent of its desire to obtain the release of all right, title and interest of the Administrative Agent, the other Secured Parties and each other grantee or beneficiary in, to and under the Trademark Collateral and the security interest granted therein.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, on behalf of the Secured Parties, does hereby state as follows:

SECTION 1. <u>Terms.</u> Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Trademark Security Agreement, the Credit Agreement, or the Collateral Agreement, as applicable.

SECTION 2. **Release.** The Administrative Agent, on behalf of itself, the Secured Parties and their respective permitted successors and assigns, does hereby absolutely, unconditionally and irrevocably terminate the Trademark Security Agreement and terminate, release, cancel, relinquish and discharge its and their lien and security interest granted under the Trademark Security Agreement in, to and under the Trademark Collateral and any right, title or interest granted under the Trademark Security Agreement it has in, to and under the Trademark

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Collateral shall hereby cease and become void. This Release is made without representation or warranty by, or recourse to, the Administrative Agent or any other Secured Party.

SECTION 3. <u>Further Assurances.</u> The Administrative Agent hereby authorizes the Grantor or the Grantor's authorized representative to record this Release with the United States Patent and Trademark Office. The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect and record the release of the security interest contemplated hereby, solely at the Borrowers' cost and expense.

SECTION 4. **Binding Effect.** This Release shall be binding upon the Administrative Agent's representatives, successors, assigns and transferees.

SECTION 5. Counterparts. This Release may be executed in counterparts (and by different parties hereto on different counterparts), each of which will 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.

THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed as of the day and year first above written.

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

By

Name: John Kowalczuk Title: Executive Director

SCHEDULE I

I. Trademarks

Registered Owner	<u>Mark</u>	Registration Number
Cozy Services Limited		4,641,135
Cozy Services Limited		4,641,238
Cozy Services Limited	Cozy	4,534,190
Cozy Services Limited	Cozy	4,706,892
Cozy Services Limited	Cozy Pay	5,487,598
Cozy Services Limited	Landlordology	4,563,137

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RECORDED: 07/10/2020