

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
COSTAR GROUP, INC.	04/30/2012
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A., as Administrative Agent
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	6871140
Patent Number:	7076452
Patent Number:	7254559
Patent Number:	7640204
Patent Number:	7174301
Patent Number:	7487114
CORRESPONDENCE DATA	
Fax Number:	(866)826-5420
Phone:	301-638-0511
Email:	ipresearchplus@comcast.net
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	IP Research Plus, Inc.
Address Line 1:	21 Tadcaster Circle
Address Line 2:	attn: Penelope J.A. Agodoa
Address Line 4:	Waldorf, MARYLAND 20602

OP \$240.00 6871140

ATTORNEY DOCKET NUMBER:	37925
NAME OF SUBMITTER:	Penelope J.A. Agodoa
<p>Total Attachments: 7 source=37925#page1.tif source=37925#page2.tif source=37925#page3.tif source=37925#page4.tif source=37925#page5.tif source=37925#page6.tif source=37925#page7.tif</p>	

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

COSTAR GROUP, INC.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) April 30, 2012

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

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

Internal Address: \_\_\_\_\_

Street Address: 270 Park Avenue

City: NEW YORK

State: NY

Country: USA Zip: 10017

Additional name(s) & address(es) attached? ☐ Yes ☒ No

**4. Application or patent number(s):**

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

PLEASE SEE ATTACHED SCHEDULE

B. Patent No.(s)

PLEASE SEE ATTACHED SCHEDULE

Additional numbers attached? ☒ Yes ☐ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: IP Research Plus

Internal Address: \_\_\_\_\_

Attn: Penelope J.A. Agodoa

Street Address: \_\_\_\_\_

21 Tadcaster Circle

City: Waldorf

State: MD Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

**6. Total number of applications and patents involved: 6**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ \_\_\_\_\_**

- ☐ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

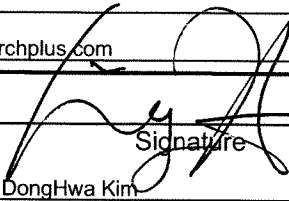
**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

  
Signature

April 30, 2012

Date

Donghwa Kim

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

PATENT SECURITY AGREEMENT, dated as of April 30, 2012, between COSTAR GROUP, INC. (the "Grantor") 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 30, 2012 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among CoStar Group, Inc., as Borrower, CoStar Realty Information, Inc., as Co-Borrower, certain subsidiaries of the Borrower identified therein, the Lenders 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 Credit Agreement dated as of February 16, 2012 (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 Grantor will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is 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, the 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 "Patent Collateral"):

all letters patent of the United States or the equivalent thereof in any other country, all registrations thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those United States registrations and applications listed on Schedule II (the "Patents"), and all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

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. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent 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.

COSTAR GROUP, INC.,

by

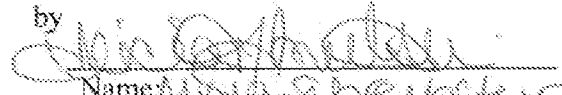
A handwritten signature in black ink, appearing to read "B. Radecki", is written over a horizontal line.

Name: Brian Radecki

Title: Chief Financial Officer

JPMORGAN CHASE BANK, as  
Administrative Agent,

by

  
Name: Michael Sheubert  
Title: Vice President

[Signature Page to Patent Security Agreement]

Schedule I

Intentionally omitted.



## Schedule II

### ***I. Patents***

<u>Registered Owner</u>	<u>Title</u>	<u>Registration Number</u>
CoStar Group, Inc.	System and method for collection, distribution, and use of information in connection with commercial real estate	6,871,140
CoStar Group, Inc.	System and method for collection, distribution, and use of information in connection with commercial real estate	7,076,452
CoStar Group, Inc.	System and method for collection, distribution, and use of information in connection with commercial real estate	7,254,559
CoStar Group, Inc.	System and method for collection, distribution, and use of information in connection with commercial real estate	7,640,204
CoStar Group, Inc.	System and method for accessing geographic-based data	7,174,301
CoStar Group, Inc.	System and method for associating aerial images, map features, and information	7,487,114

### ***II. Patent Applications***

<u>Registered Owner</u>	<u>Title</u>	<u>Serial Application Number</u>
None.		