

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment and Assumption of Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Citicorp North America, Inc., as Collateral Agent		08/14/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	The Bank of New York Mellon, as Collateral Agent
Street Address:	600 East Las Colinas Blvd., Suite 1300
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 107

Property Type	Number	Word Mark
Registration Number:	2202802	ABOVE THE CROWD!
Registration Number:	2210739	ABOVE THE CROWD
Registration Number:	1158371	ABOVE THE CROWD
Registration Number:	1372983	ABOVE THE CROWD
Registration Number:	3149977	RE/MAX ABOVE THE CROWD!
Registration Number:	3149978	RE/MAX ABOVE THE CROWD!
Registration Number:	1902943	
Registration Number:	1900865	
Registration Number:	1908724	
Registration Number:	1902982	
Registration Number:	2599143	CIRCLE OF LEGENDS
Registration Number:	1420501	FOR ALL YOU'RE WORTH
Registration Number:	2932765	HOME OF THE BEST AGENTS
Registration Number:	2913913	HOME OF THE BEST AGENTS

CH \$2690.00 2202802

Registration Number:	1595678	IN/MAX
Registration Number:	1685535	IT'S THE EXPERIENCE
Registration Number:	1686707	IT'S THE EXPERIENCE
Registration Number:	3187035	LEADSTREET
Registration Number:	3309477	LEADSTREET
Registration Number:	3187472	LEAD STREET
Registration Number:	2392921	MAIN STREET. NOT WALL STREET.
Registration Number:	2332269	MAIN STREET. NOT WALL STREET.
Registration Number:	1720592	
Registration Number:	1691854	
Registration Number:	1702048	
Registration Number:	2029059	OUT IN FRONT
Registration Number:	2029058	OUT IN FRONT
Registration Number:	2892016	OUTSTANDING AGENTS. OUTSTANDING RESULTS.
Registration Number:	2850994	OUTSTANDING AGENTS. OUTSTANDING RESULTS.
Registration Number:	1834016	PMP PREMIER MARKET PRESENCE
Registration Number:	1835688	PMP PREMIER MARKET PRESENCE
Registration Number:	1835653	PMP
Registration Number:	1835687	PMP
Registration Number:	2123603	PMP
Registration Number:	2123602	PMP
Registration Number:	1832885	PREMIER MARKET PRESENCE
Registration Number:	1835686	PREMIER MARKET PRESENCE
Registration Number:	2702731	RE/MAX RACING FOR LIFE
Registration Number:	2748981	RE/MAX RACING FOR LIFE
Registration Number:	2719445	RE/MAX
Registration Number:	2789835	RE/MAX
Serial Number:	77475876	RE/MAX COMMERCIAL
Serial Number:	77475844	RE/MAX COMMERCIAL
Registration Number:	2789837	RE/MAX RACING FOR LIFE
Registration Number:	2789836	RE/MAX RACING FOR LIFE
Registration Number:	3287530	RE/MAX
Registration Number:	3296461	RE/MAX
Registration Number:	3287529	RE/MAX
Registration Number:	3338086	RE/MAX

Registration Number:	2468858	RE/MAX
Registration Number:	2403626	RE/MAX
Registration Number:	1139014	RE/MAX
Registration Number:	1339510	RE/MAX
Registration Number:	2119607	RE/MAX
Registration Number:	2850996	REMAX.COM
Registration Number:	3080662	RE/MAX HEADING HOME
Registration Number:	3080744	RE/MAX HEADING HOME
Registration Number:	2477193	RE/MAX MAINSTREET
Registration Number:	1173586	RE/MAX
Registration Number:	1358422	RE/MAX
Registration Number:	2850984	RE/MAX
Registration Number:	2850985	RE/MAX
Registration Number:	2694587	RE/MAX. OUTSTANDING AGENTS. OUTSTANDING RESULTS.
Registration Number:	2652511	RE/MAX. OUTSTANDING AGENTS. OUTSTANDING RESULTS.
Registration Number:	2853997	RE/MAX. OUTSTANDING AGENTS. OUTSTANDING RESULTS.
Registration Number:	2866778	RE/MAX. OUTSTANDING AGENTS. OUTSTANDING RESULTS.
Registration Number:	2054698	REMAX
Registration Number:	2106387	REMAX
Registration Number:	2856039	RP RE/MAX RENOWNED PROPERTIES
Registration Number:	2844992	RE/MAX RENOWNED PROPERTIES
Serial Number:	77373254	RE/MAX UNIVERSITY
Serial Number:	77373241	RE/MAX UNIVERSITY
Serial Number:	77373276	RE/MAX UNIVERSITY
Serial Number:	77373261	RE/MAX UNIVERSITY
Registration Number:	2722356	RENOWNED PROPERTIES
Registration Number:	1940039	RSN
Registration Number:	1948744	RSN
Registration Number:	1948742	RSN
Registration Number:	1948741	RSN RE/MAX SATELLITE NETWORK
Registration Number:	1948743	RSN RE/MAX SATELLITE NETWORK
Registration Number:	1952956	RSN RE/MAX SATELLITE NETWORK

Serial Number:	77373287	RSN RE/MAX SATELLITE NETWORK
Registration Number:	2700530	SOARING HOME
Registration Number:	2799258	SOARING HOME
Registration Number:	2775514	SOARING HOME REMAX TEAM BALLOONING
Registration Number:	2849290	RE/MAX SOARING HOME
Registration Number:	2747212	RE/MAX
Registration Number:	2849289	RE/MAX
Registration Number:	1785864	STARS
Registration Number:	1740233	STARS SHARING TRAVEL ADVENTURE REFERRALS SUCCESS
Registration Number:	1824637	
Registration Number:	1596780	TAKE A STEP ABOVE THE CROWD
Registration Number:	2837296	THE BEST JUST KEEP GETTING BETTER
Registration Number:	2837297	THE BEST JUST KEEP GETTING BETTER
Registration Number:	2158579	THE HOMETOWN EXPERTS WITH A WORLD OF EXPERIENCE
Registration Number:	2138940	THE HOMETOWN EXPERTS WITH A WORLD OF EXPERIENCE
Registration Number:	1496127	THE REAL ESTATE SUPERSTARS
Registration Number:	2541819	THE REAL ESTATE LEADERS
Registration Number:	2545288	THE REAL ESTATE LEADERS
Registration Number:	2603342	RE/MAX THE REAL ESTATE LEADERS
Registration Number:	2596614	THE REAL ESTATE LEADERS
Registration Number:	3389527	THE RE/MAX COLLECTION
Registration Number:	3366504	RE/MAX THE RE/MAX COLLECTION
Registration Number:	1839074	THE SIGN THAT BRINGS YOU HOME
Serial Number:	77395497	THE SIGN YOU WANT. THE AGENT YOU NEED.
Registration Number:	1176497	TONS OF MONEY
Registration Number:	1685530	WHEN YOU GET THE FACTS...IT'S RE/MAX!

CORRESPONDENCE DATA

Fax Number: (949)567-6710

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 415-773-5693

Email: ipprosecution@orrick.com

Correspondent Name: Chip Walker-Wilson

Address Line 1: 4 Park Plaza, Suite 1600

Address Line 2: IP Prosecution Department

TRADEMARK
REEL: 003836 FRAME: 0458

Address Line 4: Irvine, CALIFORNIA 92614-2558

ATTORNEY DOCKET NUMBER:

16806.3

NAME OF SUBMITTER:

Angela Wendel

Signature:

/angela wendel/

Date:

08/15/2008

Total Attachments: 9

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ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENT

This **ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENT**, dated as of August 14, 2008 (this "Assignment"), is entered into by and among Citicorp North America, Inc., as resigning Collateral Agent (the "Resigning Agent"), The Bank of New York Mellon, as successor Collateral Agent (the "New Agent") and RE/MAX International, Inc., as Grantor (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of January 11, 2008 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "A&R Credit Agreement"), by and among the Grantor, RE/MAX International Holdings, Inc. ("Holdings"), the Lenders party thereto (the "Lenders"), Citigroup Global Markets Inc., as Sole Lead Arranger, Bookrunner and Syndication Agent, and the Resigning Agent, as Administrative Agent and Collateral Agent, the Lenders have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to a Security Agreement, dated as of December 17, 2007 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement"), in favor of the Resigning Agent, as the original Collateral Agent pursuant to which the Grantor executed and delivered the Trademark Security Agreement, dated as of December 17, 2007 (the "Trademark Security Agreement") and recorded with the Assignment Branch of the United States Patent and Trademark Office at Reel 003683, Frame 0846 on December 26, 2007;

WHEREAS, pursuant to the Trademark Security Agreement, the Resigning Agent, as the original Collateral Agent, was granted, for the benefit of the Secured Parties, a lien on and security interest in all of the Grantor's right, title and interest in, to and under the Collateral set forth in Section 2 of the Trademark Security Agreement, including, without limitation, all of the Trademarks, including, without limitation, those Trademarks identified in Schedule I attached hereto, together with the goodwill associated with the Trademarks, and all proceeds of any and all of the foregoing (other than Excluded Property) (the "Security Interest");

WHEREAS, pursuant to the Successor Agent and Amendment Agreement, dated as of August 14, 2008 (the "Successor Agreement"), by and among the Resigning Agent, the New Agent, the Requisite Lenders (as defined in the A&R Credit Agreement), the Grantor, and Holdings, the A&R Credit Agreement has been amended to reflect the appointment of the New Agent as successor Administrative Agent and Collateral Agent; and

WHEREAS, in furtherance of the New Agent's replacement of the Resigning Agent as the Administrative Agent and Collateral Agent under the A&R Credit Agreement, as amended by the Successor Agreement (the "Credit Agreement"), the New Agent is desirous of acquiring and the Resigning Agent is desirous of assigning all of the Resigning Agent's right, title and interest in, to and under the Trademark Security Agreement, including, without limitation, the Security Interest, and all documents relating thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Resigning Agent, the New Agent and the Grantor hereby covenant and agree as follows:

1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement, the Security Agreement or the Trademark Security Agreement and used herein have the meaning given to them in the Credit Agreement, the Security Agreement or the Trademark Security Agreement, respectively.

2. Assignment of Trademark Security Agreement

The Resigning Agent hereby assigns, transfers and conveys to New Agent all of the Resigning Agent's right, title and interest in, to and under the Trademark Security Agreement, including, without limitation, the Security Interest, and all documents relating thereto, including, specifically and without limitation, any lien on or security interest in all of Grantor's right, title and interest in, to and under all of the Trademarks, including, without limitation, those Trademarks identified in Schedule I attached hereto, together with the goodwill associated with the Trademarks, and all proceeds of any and all of the foregoing (other than Excluded Property).

The New Agent hereby accepts the foregoing assignment and assumes the obligations of the Resigning Agent under the Credit Agreement, the Security Agreement and the Trademark Security Agreement, on and after the date hereof.

3. Security Agreement

The security interest granted to the Resigning Agent as the original Collateral Agent pursuant to the Trademark Security Agreement, and assigned to the New Agent as the new Collateral Agent pursuant to this Assignment, is granted and assigned in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Collateral made and granted by the Trademark Security Agreement and assigned hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Recordation

The parties hereto authorize and request the Commissioner of Patents and Trademarks of the United States and/or any equivalent state official to record this Assignment against the Trademarks identified on Schedule I attached hereto.

5. Counterparts

This Assignment may be executed in multiple counterparts, each of which shall be considered an original but all of which shall constitute one agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the date first set forth above.

CITICORP NORTH AMERICA, INC.,
as Resigning Agent

By: 

Name: *Ryan J. Davis*

Title: *V.P.*

Signature Page to Assignment and Assumption of Trademark Security Agreement

TRADEMARK
REEL: 003836 FRAME: 0463

84 ACCEPTED AND AGREED
85 as of the date first above written:

86 THE BANK OF NEW YORK MELLON,
87 as New Agent

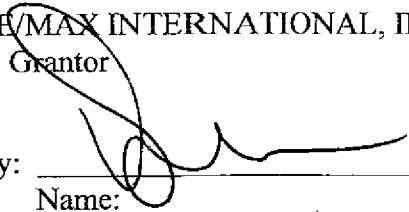
88 By: 
89 Name: ROBERT D HINGSTON
90 Title: VICE PRESIDENT

Signature Page to Assignment and Assumption of Trademark Security Agreement

TRADEMARK
REEL: 003836 FRAME: 0464

91 ACCEPTED AND AGREED
92 as of the date first above written:

93 RE/MAX INTERNATIONAL, INC.,
94 as Grantor

95 By:  _____

96 Name:

97 Title: **David Metzger**
Chief Financial Officer

Signature Page to Assignment and Assumption of Trademark Security Agreement

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARKS:

Registrations and Applications:

RE/MAX International, Inc. U.S. FEDERAL TRADEMARK APPLICATIONS & REGISTRATIONS			
MARK	FILED	SERIAL	REG. No.
Above the Crowd! (stylized)	09/03/97	75/351,190	2,202,802
Above the Crowd	09/25/97	75/362,886	2,210,739
Above the Crowd	08/29/79	73/229,403	1,158,371
Above the Crowd	11/19/84	73/509,457	1,372,983
Above the Crowd! with Vertical RE/MAX Balloon	05/09/05	78/625,477	3,149,977
Above the Crowd! with Vertical RE/MAX Balloon	05/09/05	78/625,778	3,149,978
Balloon w/o RE/MAX & w/o color	11/18/93	74/459,510	1,902,943
Balloon w/o RE/MAX & w/o color	11/18/93	74/459,509	1,900,865
Balloon w/o RE/MAX & w/color	11/18/93	74/459,508	1,908,724
Balloon w/o RE/MAX & w/color	11/18/93	74/459,511	1,902,982
Circle of Legends	11/27/00	76/170,910	2,599,143
For All You're Worth	09/13/85	73/558,108	1,420,501
Home of the Best Agents	06/20/03	78/265,338	2,932,765
Home of the Best Agents	06/20/03	78/265,354	2,913,913
IN/MAX	07/14/88	73/739,776	1,595,678
It's the Experience	10/09/90	74/104,405	1,685,535
It's the Experience	10/09/90	74/103,976	1,686,707
LeadStreet	02/09/06	78/811,408	3,187,035
LeadStreet (stylized - color)	02/09/06	78/811,431	3,309,477
LeadStreet (stylized - b&w)	06/15/06	78/909,309	3,187,472
Main Street. Not Wall Street.	03/23/99	75/666,074	2,392,921
Main Street. Not Wall Street.	03/23/99	75/668,356	2,332,269
Balloon over Rectangular Bar Design w/color	11/15/89	73/839,632	1,720,592
Balloon over Rectangular Bar Design w/o color	11/15/89	73/839,631	1,691,854
Red-White-Blue Rectangular Bar Design w/color	11/15/89	73/839,624	1,702,048
Out in Front	09/02/92	74/309,950	2,029,059
Out in Front	09/02/92	74/309,949	2,029,058
Outstanding Agents. Outstanding Results.	06/25/03	78/266,851	2,892,016
Outstanding Agents. Outstanding Results.	06/26/03	78/267,422	2,850,994
PMP Premier Market Presence & Design	07/19/93	74/414,345	1,834,016
PMP Premier Market Presence & Design	07/19/93	74/414,348	1,835,688
PMP	07/19/93	74/414,344	1,835,653
PMP	07/19/93	74/414,347	1,835,687
PMP & Design (Rectangular Bar Design w/color)	12/11/96	75/211,546	2,123,603
PMP & Design (Rectangular Bar Design w/color)	12/11/96	75/211,544	2,123,602
Premier Market Presence	07/19/93	74/414,343	1,832,885
Premier Market Presence	07/19/93	74/414,346	1,835,686
RE/MAX Racing for Life	06/21/02	78/137,740	2,702,731

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RE/MAX International, Inc.
U.S. FEDERAL TRADEMARK APPLICATIONS & REGISTRATIONS

MARK	FILED	SERIAL	REG. No.
RE/MAX Racing for Life	06/21/02	78/137,781	2,748,981
RE/MAX Balloon over Ribbon	06/21/02	78/137,666	2,719,445
RE/MAX Balloon over Ribbon	06/21/02	78/137,793	2,789,835
RE/MAX Commercial	05/15/08	77/475,876	pending
RE/MAX Commercial & Design	05/15/08	77/475,844	pending
RE/MAX Racing for Life & Design (stylized)	06/21/02	78/137,810	2,789,837
RE/MAX Racing for Life & Design (stylized)	06/21/02	78/137,804	2,789,836
RE/MAX	11/17/06	77/046,914	3,287,530
RE/MAX	11/17/06	77/046,919	3,296,461
RE/MAX & Balloon Design	11/17/06	77/046,907	3,287,529
RE/MAX & Balloon Design	11/17/06	77/046,927	3,338,086
RE/MAX	05/10/99	75/702,664	2,468,858
RE/MAX	05/24/99	75/712,611	2,403,626
RE/MAX	01/21/77	73/113,283	1,139,014
RE/MAX	11/26/84	73/510,503	1,339,510
RE/MAX (stylized font)	11/15/96	75/198,750	2,119,607
remax.com	06/26/03	78/267,662	2,850,996
RE/MAX Heading Home	06/16/04	78/435,948	3,080,662
RE/MAX Heading Home & Design	09/02/04	78/477,978	3,080,744
RE/MAX Mainstreet	05/24/99	75/742,900	2,477,193
RE/MAX & Balloon	06/09/80	73/265,471	1,173,586
RE/MAX & Balloon	11/20/84	73/509,722	1,358,422
RE/MAX Balloon (vertical)	06/24/03	78/266,559	2,850,984
RE/MAX Balloon (vertical)	06/24/03	78/266,597	2,850,985
RE/MAX. Outstanding Agents. Outstanding Results.	11/06/00	76/159,549	2,694,587
RE/MAX. Outstanding Agents. Outstanding Results.	11/06/00	76/159,599	2,652,511
RE/MAX. Outstanding Agents. Outstanding Results. & Design	08/25/03	78/291,664	2,853,997
RE/MAX. Outstanding Agents. Outstanding Results. & Design	06/26/03	78/267,608	2,866,778
REMAX	03/07/96	75/068,927	2,054,698
REMAX	03/07/96	75/068,799	2,106,387
RE/MAX Renowned Properties & Design	06/23/03	78/265,821	2,856,039
RE/MAX Renowned Properties	06/23/03	78/265,797	2,844,992
RE/MAX University	01/16/08	77/373,254	pending
RE/MAX University	01/16/08	77/373,241	pending
RE/MAX University (stylized)	01/16/08	77/373,276	pending
RE/MAX University (stylized)	01/16/08	77/373,261	pending
Renowned Properties	09/04/01	76/307,649	2,722,356
RSN	01/19/95	74/622,800	1,940,039
RSN	01/19/95	74/622,799	1,948,744
RSN	01/19/95	74/622,797	1,948,742
RSN RE/MAX Satellite Network & Design	01/19/95	74/622,795	1,948,741
RSN RE/MAX Satellite Network & Design	01/19/95	74/622,798	1,948,743
RSN RE/MAX Satellite Network & Design	01/19/95	74/622,796	1,952,956
RSN RE/MAX Satellite Network & Design (crescent)	01/16/08	77/373287	pending
Soaring Home	05/30/02	78/132,018	2,700,530
Soaring Home	05/30/02	78/132,196	2,799,258
Soaring Home & Balloon Design	05/30/02	78/132,017	2,775,514
Soaring Home & House Balloon Design	05/30/02	78/132,202	2,849,290
House Balloon Design	05/30/02	78/132,014	2,747,212

RE/MAX International, Inc.
U.S. FEDERAL TRADEMARK APPLICATIONS & REGISTRATIONS

MARK	FILED	SERIAL	REG. No.
House Balloon Design	05/30/02	78/132,200	2,849,289
STARS (stylized)	11/07/91	74/219,534	1,785,864
STARS Sharing Travel Adventure Referrals Success & Design	11/07/91	74/219,535	1,740,233
STARS & Design	11/07/91	74/219,536	1,824,637
Take a Step Above the Crowd	02/22/89	73/782,238	1,596,780
The Best Just Keep Getting Better	07/25/02	78/147324	2,837,296
The Best Just Keep Getting Better	07/25/02	78/147,330	2,837,297
The Hometown Experts with a World of Experience	03/04/97	75/251,327	2,158,579
The Hometown Experts with a World of Experience	03/04/97	75/251,326	2,138,940
The Real Estate Superstars	08/24/87	73/680,341	1,496,127
The Real Estate Leaders	08/27/97	75/348,092	2,541,819
The Real Estate Leaders	08/27/97	75/348,191	2,545,288
The Real Estate Leaders & Design	08/12/99	75/774,485	2,603,342
The Real Estate Leaders & Design	08/12/99	75/774,332	2,596,614
The RE/MAX Collection	12/26/06	77/071,304	3,389,527
The RE/MAX Collection & Design (Merlot)	12/26/06	77/071,306	3,366,504
The Sign That Brings You Home	11/09/92	74/329,294	1,839,074
The Sign You Want. The Agent You Need.	02/13/08	77/395,497	pending
Tons of Money	03/07/80	73/252,928	1,176,497
When You Get the Facts. . . It's RE/MAX!	07/30/90	74/083,266	1,685,530