

10-23-1998



U.S. Department of Commerce  
Patent and Trademark Office

MRD 10-13-98

100858319

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof:

1. Name of conveying party(ies)  
**CFH Trade-Names, L.P.**

Individual(s) \_\_\_\_\_ Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  Limited Partnership \_\_\_\_\_  
 Corporation - State \_\_\_\_\_  
 Other \_\_\_\_\_

Additional name(s) of conveying Party(ies) attached?  
 Yes \_\_\_\_\_ No

3. Nature of conveyance:  
 Assignment \_\_\_\_\_ Merger \_\_\_\_\_  
 Security Agreement \_\_\_\_\_ Change of Name \_\_\_\_\_  
 Other \_\_\_\_\_

Execution Date: 9/30/98

2. Name and address of receiving party(ies): 100858319  
 Name: CF 98, L.P.  
 Internal Address: Trammel Crqw Center, Suite 3200  
 Street Address: 2001 Ross Avenue  
 City: Dallas State: Texas Zip: 75201

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership: \_\_\_\_\_  
 Limited Partnership: \_\_\_\_\_  
 Corporation - State: \_\_\_\_\_  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes \_\_\_\_\_ No \_\_\_\_\_  
 (Designation must be a separate document from Assignment)  
 Additional Name(s) & address(es) attached:  
 Yes \_\_\_\_\_ No \_\_\_\_\_

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s): 75/387,950 B. Trademark Registration No.(s): \_\_\_\_\_  
 Additional numbers attached? Yes \_\_\_\_\_ No

5. Name and address of party to whom correspondence concerning documents should be mailed:  
 Name: Anna C. Silva, Esq.  
C/O Gibson, Dunn & Crutcher LLP  
 Internal Address: Telesis Tower, 31st Floor  
 Street Address: One Montgomery Street  
 City San Francisco State CA Zip 94104

6. Total number of applications and registrations involved  
1

7. Total fee (37 CFR 3.41): \$ 40.00  
 Enclosed \_\_\_\_\_  
 Authorized to be charged to deposit account

8. Deposit account number: 50-0440  
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
 To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Anna C. Silva, Esq. \_\_\_\_\_ 10/7/98  
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 4

OMB No. 0651-0011

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patents and Trademarks  
 BDX Assignments  
 Washington, D.C. 20231

10/20/1998 TTON11 01-000168 500440 75387950  
 91 FC:481 40.00 CH

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing this document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

FA982800.038/-1+

TRADEMARK  
REEL: 1802 FRAME: 0613

## ASSIGNMENT OF TRADEMARKS AND TRADENAMES

WHEREAS, Mr. Trammell Crow, a United States citizen, doing business at Trammell Crow Center, 2001 Ross Avenue, Suite 3200, Dallas, Texas 75201, has adopted, used and is using the trademark "TRAMMELL CROW", other trademarks which include the mark "TRAMMELL CROW", and various tradenames which include the name "TRAMMELL CROW" in the United States;

WHEREAS, Mr. Trammell Crow entered into a Royalty Agreement, dated as of January 1, 1991, with Trammell Crow Company, a Texas corporation (the "Royalty Agreement"), to license certain rights to use the name "TRAMMELL CROW" to Trammell Crow Company;

WHEREAS, Crow Family Trust, a trust formed under a trust agreement dated December 7, 1990, acquired the right to use the name "TRAMMELL CROW" for all business purposes, including the rights granted to Mr. Trammell Crow under the Royalty Agreement;

WHEREAS, effective for all purposes as of January 3, 1994, all of Crow Family Trust's rights, title and interest in and to the name "TRAMMELL CROW" and all of Crow Family Trust's rights under the Royalty Agreement were assigned to Crow Family Partnership, L.P. ("CFP"), and CFP accepted such assignment, subject to the Royalty Agreement;

WHEREAS, effective for all purposes as of November 13, 1997, all of CFP's rights, title and interest in and to the name "TRAMMELL CROW" and all of CFP's rights under the Royalty Agreement were assigned to CFH Trade-Names, L.P., a Texas limited partnership ("CFHT"), and CFHT accepted such assignment, subject to the Royalty Agreement;

WHEREAS, effective on or about November \_\_\_\_, 1997, CFHT entered into an agreement with Trammell Crow Company, a Texas corporation, to terminate the Royalty Agreement and release each party from all duties and obligations thereunder;

WHEREAS, effective on or about November \_\_\_\_, 1997, CFHT entered into a License Agreement, dated effective as of the 24<sup>th</sup> day of November, 1997, (the "License Agreement") with Trammell Crow Company, a Delaware corporation, ("TCC") to grant to TCC the right to use any of the Trademarks (as defined therein) other than as specifically stated in the License Agreement;

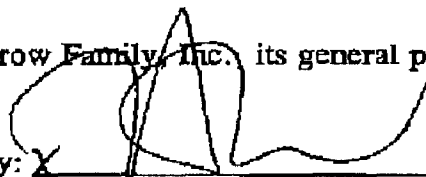
WHEREAS, CF 98, L.P., a Texas limited Partnership ("CF98"), doing business at Trammell Crow Center, 2001 Ross Avenue, Suite 3200, Dallas, Texas 75201, is desirous of acquiring said marks, tradenames and all right, title and interest thereto, subject, however, to the License Agreement;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, CFHT does hereby assign, effective as of September 1, 1998, unto said CF98 all right, title and interest in and to the aforementioned marks, together with the goodwill of the business symbolized by such marks, as well as all tradenames which include the name "TRAMMELL CROW." CFHT hereby grants its consent to CF98 to the registration of any trademarks which include the mark "TRAMMELL CROW."

This Assignment is effective as of September 1, 1998.

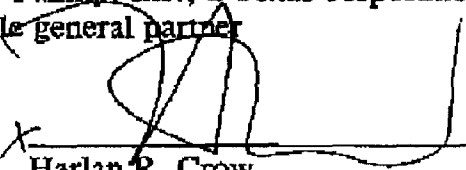
CFH TRADE-NAMES, L.P., a Texas limited partnership

By: Crow Family, Inc. its general partner

By:   
\_\_\_\_\_  
Harlan R. Crow,  
CEO

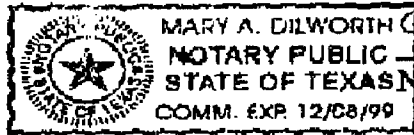
CF 98, L.P., a Texas limited partnership

By: Crow Family, Inc., a Texas corporation, its sole general partner

By:   
\_\_\_\_\_  
Harlan R. Crow,  
CEO

STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

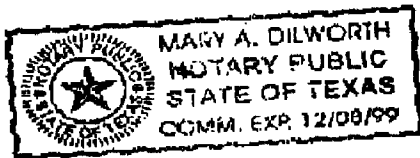
This instrument was acknowledged before me effective as of September <sup>30</sup>/~~X~~, 1998, by Harlan R. Crow, CEO of Crow Family, Inc., a Texas corporation, general partner of CFH Trade-Names, L.P., a Texas limited partnership, on behalf of said corporation and limited partnership.



*Mary A. Dilworth*  
Notary Public in and for the State of Texas

STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

This instrument was acknowledged before me effective as of September <sup>30</sup>/~~X~~, 1998, by Harlan R. Crow, CEO of Crow Family, Inc., a Texas corporation, general partner of CF 98, L.P., a Texas limited partnership, on behalf of said corporation and limited partnership.



*Mary A. Dilworth*  
Notary Public in and for the State of Texas