

07-24-2003



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): 7-18-03 Lend Lease Real Estate Investments, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State [] Other Delaware Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: GMAC Commercial Mortgage Corp. Internal Address: Street Address: 200 Witmer Road City: Horsham State: PA Zip: 19044-8015 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] Corporation-State California [] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [x] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [] No

3. Nature of conveyance: [x] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: 7/11/03

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,662,084 CAPMARK SERVICES Additional number(s) attached [] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Dennis Penepacker Internal Address: Mayer Brown Rowe & Maw LLP (C. Dore 02033429) Street Address: P.O. Box 2828 City: Chicago State: IL Zip: 60690-2828

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41): \$ 40.00 [x] Enclosed [x] Authorized to be charged to deposit account 8. Deposit account number: 13-0019

DO NOT USE THIS SPACE

9. Signature. Dennis Penepacker Name of Person Signing [Signature] Signature July 16, 2003 Date

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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TRADEMARK REEL: 002784 FRAME: 0159

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into this 14th day of July, 2003 by and between Lend Lease Real Estate Investments, Inc., a Delaware corporation, whose address is 3424 Peachtree Road, N.E., Suite 800 Atlanta, Georgia 30326 (the "Assignor"), and GMAC Commercial Mortgage Corporation, a California corporation, whose principal office or place of business is 200 Witmer Road, Horsham, Pennsylvania 19044-8015 (the "Assignee").

W I T N E S S E T H:

WHEREAS, the Assignor is the owner of U.S. Reg. No. 2,662,084 for the mark CAPMARK SERVICES, registered in the U.S. Patent and Trademark Office for "commercial and multi-family debit and equity services, namely, mortgage loan servicing" (the "Mark"), together with the good will of the business connected with the use of and symbolized by the Mark.

WHEREAS, pursuant to that certain Asset Purchase Agreement (the "Acquisition Agreement") dated as of April 30, 2003, by and between CapMark Services, L.P., a Texas limited partnership ("CapMark"), Lend Lease (US) Inc., a Delaware corporation ("Lend Lease US"), Pearl Mortgage, Inc., a Delaware corporation ("Pearl Mortgage"), Lend Lease Japan Inc., a corporation organized under the laws of Japan ("LL Japan"), Lend Lease Real Estate Investments, Inc., a Delaware corporation ("LLREI"), Lend Lease Asset Management, L.P., a Texas limited partnership ("LLAM"), Lend Lease Equities S.A. de C.V., a corporation organized under the laws of Mexico ("LL Equities" and together with CapMark, Lend Lease US, Pearl Mortgage, LL Japan, LLREI and LLAM, the "Sellers"), Lend Lease Corporation Limited, a corporation organized under the laws of Australia, and Assignee, the Sellers have agreed to sell, convey, assign, transfer and deliver to Assignee all of the Sellers' respective legal and beneficial right, title and interest in and to all of the Purchased Assets, and the Assignee has agreed to acquire the Purchased Assets;

WHEREAS, the Mark constitutes a portion of the Purchased Assets; and

WHEREAS, the execution and delivery of this Assignment by the parties is a condition to the obligation of the parties to consummate the transactions contemplated by the Acquisition Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Assignor and the Assignee hereby agree as follows (all capitalized terms herein shall have the same meaning as prescribed to them in the Acquisition Agreement).

1. The Assignor hereby irrevocably assigns, grants, conveys and transfers to the Assignee, its successors and assigns all of the Assignor's legal and beneficial right, title and interest of any kind or character in and to the Mark, together with the good will of the business connected with the use of and symbolized by the Mark and the exclusive right to recover for damages and profits for past infringements of the Mark, from and after the date hereof.

2. The respective rights of the Assignor, on the one hand, and the Assignee, on the other, with respect to the Purchased Assets assigned hereby shall be governed by the Acquisition Agreement. In the event of a conflict between this Assignment and the Acquisition Agreement, the parties agree that the Acquisition Agreement shall control. All disputes between the Assignor and the Assignee arising out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provisions contained herein, shall be resolved in accordance with Section 14.13 (Arbitration) of the Acquisition Agreement.

3. This Assignment shall be binding upon, and inure to the benefit of, the parties hereto, their respective successors in interest, and their respective assigns.

4. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to choice of law principles thereof.

5. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed by its duly authorized representatives as of the day and year first above written.

ASSIGNOR:

LEND LEASE REAL ESTATE INVESTMENTS, INC.

By: *Thomas A. McKean*

Name: Thomas A. McKean
Title: Principal and Secretary

STATE OF New York)

COUNTY OF New York) ss:

Subscribed and sworn to before me this 11th day of July, 2003.

[SEAL]
Notary Public
My Commission Expires 3/13/07

Clara Song

CLARA SONG
Notary Public, State of New York
No. 01SO6048807
Qualified in Kings County
Commission Expires ~~October 2, 2007~~
March 13

ASSIGNEE:

GMAC COMMERCIAL MORTGAGE CORPORATION

By: *Nathan J. Kornfeld*

Name: Nathan J. Kornfeld
Title: Executive Vice President

STATE OF New York)

COUNTY OF New York) ss:

Subscribed and sworn to before me this 14th day of July, 2003.

[SEAL]
Notary Public
My Commission Expires 3/13/07

Clara Song

CLARA SONG
Notary Public, State of New York
No. 01SO6048807
Qualified in Kings County
Commission Expires ~~October 2, 2007~~
March 13

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