

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lend Lease Real Estate Investments, Inc.		12/19/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	GMAC Commercial Mortgage Corporation
Street Address:	200 Witmer Road
City:	Horsham
State/Country:	PENNSYLVANIA
Postal Code:	19044-8015
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2747381	LOANVIEW

CORRESPONDENCE DATA	
Fax Number:	(312)701-7711
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-701-7237
Email:	cdore@mayerbrownrowe.com
Correspondent Name:	Christopher Dore
Address Line 1:	190 S. LaSalle St.
Address Line 2:	Mayer Brown Rowe & Maw LLP
Address Line 4:	Chicago, ILLINOIS 60603-3441

NAME OF SUBMITTER:	Christopher Dore
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Total Attachments: 3 source=longview_1#page1.tif source=longview_2#page1.tif source=longview_3#page1.tif
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OP \$40.00 2747381

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into this ___ day of ___, 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").

WITNESSETH:

WHEREAS, the Assignor is the owner of U.S. Reg. No. 2,747,381 for the mark LOANVIEW, registered in the U.S. Patent and Trademark Office for "providing temporary access to online, non-downloadable software that provides borrowers with information regarding their loans, such as last payment date, current principal balance and escrow balances" (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 August 5, 2003.

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: *Daniel B. Kirby*
Name: *Daniel B. Kirby*
Title: *Vice President*

STATE OF *Georgia*)
COUNTY OF *Fulton*) ss:

Subscribed and sworn to before me this *10th* day of *December*, 2003.

[SEAL]
Notary Public
My Commission Expires _____

Elizabeth Pye



ASSIGNEE:

GMAC COMMERCIAL MORTGAGE CORPORATION

By: *John W. Benson*
Name: *John W. Benson*
Title: *Vice President and Associate Counsel*

STATE OF *Georgia*)
COUNTY OF *Fulton*) ss:

Subscribed and sworn to before me this *10th* day of *December*, 2003.

[SEAL]
Notary Public
My Commission Expires _____

Elizabeth Pye

