

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CB Richard Ellis, Inc.		12/16/2002	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CB Richard Ellis of California, Inc.
Street Address:	100 North Sepulveda Boulevard, Suite 1100
City:	El Segundo
State/Country:	CALIFORNIA
Postal Code:	90245
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1615148	RICHARD ELLIS
Registration Number:	1637794	
Registration Number:	1784402	
Registration Number:	2574843	NAVIGATING A NEW WORLD
Registration Number:	2491991	CB RICHARD ELLIS
Registration Number:	2514046	CB RICHARD ELLIS

CORRESPONDENCE DATA

Fax Number: (415)983-1200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 415-983-1274
 Email: sftrademarks@pillsburywinthrop.com
 Correspondent Name: Robert B. Burlingame
 Address Line 1: P.O. Box 7880
 Address Line 2: Calendar/Docketing Department
 Address Line 4: San Francisco, CALIFORNIA 94120-7880

ATTORNEY DOCKET NUMBER:	015041/0278370/RLK/RBB
-------------------------	------------------------

CH \$165.00 1615148

NAME OF SUBMITTER:

Robert B. Burlingame

Total Attachments: 3

source=December 2002 assignment_Page_1#page1.tif

source=December 2002 assignment_Page_2#page1.tif

source=December 2002 assignment_Page_3#page1.tif

ASSIGNMENT AND CONTRIBUTION AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Assignment") is dated as of the 16th day of December 2002, between CB Richard Ellis, Inc., a Delaware corporation ("Assignor"), and CB Richard Ellis of California, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor owns the United States trademarks, names and registrations listed on Exhibit A hereto ("Trademarks") which have been registered with the United States Patent and Trademark Office;

WHEREAS, Assignee is a wholly-owned subsidiary of Assignor;

WHEREAS, on July 1, 2002, Assignor and Assignee agreed to effectuate the assignment and contribution contemplated herein, subject to the condition that Assignee become a "Subsidiary Guarantor" under and as defined in that certain Guarantee and Collateral Agreement dated as of July 20, 2001 (the "Guarantee and Collateral Agreement", among CB Richard Ellis Services, Inc., CBRE Holding, Inc., the Subsidiary Guarantors named therein, and Credit Suisse First Boston, New York Branch, as Collateral Agent;

WHEREAS, Assignee is concurrently herewith becoming a Subsidiary Guarantor under the Guarantee and Collateral Agreement; and

WHEREAS, Assignor wishes formally to assign and contribute to Assignee all of Assignor's rights, title and interest in and to the Trademarks, the goodwill associated therewith and the U.S. trademark registrations listed on Exhibit A hereto, in each case as existing and pertaining to the business of Assignor and its licensees as heretofore conducted in the United States, and Assignee wishes to receive such assignment and contribution so as to use such trademarks and exploit the associated goodwill in various enterprises in the United States, including, but not limited to, the real estate services business conducted by Assignor, its licensees and other real estate professionals, in each case in a manner that is consistent with and promotes the quality and existing reputation of services and goodwill associated with the Trademarks;

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby transfers, grants and assigns unto Assignee, without representation, warranty or recourse, all of Assignor's rights, title and interest in and to the Trademarks, together with the goodwill symbolized by and associated therewith.
2. Assignee acknowledges that the Trademarks entail significant goodwill and are associated with provision of real estate services of the quality provided by Assignor. Assignee is familiar with the Assignor's professional standards and has adopted them as its own so as to maintain, on a continuous basis, the quality and reputation of services and goodwill associated with the Trademarks.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be properly executed as of the date hereof.

ASSIGNOR:

CB RICHARD ELLIS, INC.

By: 

Name: Ellis D. Reiter, Jr.

Title: Executive Vice President and Secretary

ASSIGNEE:

CB RICHARD ELLIS OF CALIFORNIA, INC.

By: 

Name: Dean E. Miller

Title: Vice President and Assistant Secretary

EXHIBIT A**TRADEMARKS**
(Registrations with United States Patent and Trademark Office)

MARK	Registration Date	Registration Number
RICHARD ELLIS	9/25/2000	1,615,148
Skyline Design	3/12/1991	1,637,794
Skyline Design	7/27/1993	1,784,402
NAVIGATING A NEW WORLD	6/06/2002	2,574,843
CB RICHARD ELLIS & Design (in green)	9/25/2001	2,491,991
CB RICHARD ELLIS & Design (in black and white)	12/04/2001	2,514,046