

12-07-2004



Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

102895848

DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

12/6/04

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

pag-El

1. Name of conveying party(ies)/Execution Date(s):

CB Richard Ellis of California, Inc.

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

Citizenship (see guidelines) Delaware

Execution Date(s) December 2, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Credit Suisse First Boston

Internal

Address:

Street Address: Eleven Madison Avenue

City: New York

State: NY

Country: US Zip: 10010

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See attached Schedule.

B. Trademark Registration No.(s)

See attached Schedule.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See attached Schedule.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Ms. Penelope Agodoa

Internal Address: Federal Research Corporation

Street Address: 1030 Fifteenth Street NW, Suite 920

City: Washington

State: DC Zip: 20005

Phone Number: 202.783.2700

Fax Number:

Email Address: pagadoa@federalresearch.com

6. Total number of applications and registrations involved:

15

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$:

360.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Elizabeth Steiner
Signature

12/3/04
Date

Elizabeth Steiner
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

12/07/2004 DBYRNE

01 FC:8521
02 FC:8522

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Schedule I

Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Issue Date</u>
CB Richard Ellis of California, Inc.	RICHARD ELLIS	1615148	09/25/1990
CB Richard Ellis of California, Inc.		1637794	03/12/1991
CB Richard Ellis of California, Inc.		1784402	07/27/1993
CB Richard Ellis of California, Inc.	NAVIGATING A NEW WORLD	2574843	06/04/2002
CB Richard Ellis of California, Inc.	CB RICHARD ELLIS	2491991	09/25/2001
CB Richard Ellis of California, Inc.	CB RICHARD ELLIS	2514046	12/04/2001
CB Richard Ellis of California, Inc.	TORTOWHEATON RESEARCH	2734761	07/08/2003

Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Application Number</u>	<u>Filing Date</u>
CB Richard Ellis of California, Inc.	CBRE	78264860	June 19, 2003
CB Richard Ellis of California, Inc.	CBRE	78269992	July 2, 2003
CB Richard Ellis of California, Inc.	CBRE Logo	78264862	June 19, 2003
CB Richard Ellis of California, Inc.	CBRE Logo	78269994	July 2, 2003
CB Richard Ellis of California, Inc.	CBRE Logo	78264861	June 19, 2003
CB Richard Ellis of California, Inc.	CBRE Logo	78269997	July 2, 2003
CB Richard Ellis of California, Inc.	CB RICHARD ELLIS	78266668	June 24, 2004
CB Richard Ellis of California, Inc.	CB RICHARD ELLIS	78269993	July 2, 2003

[[2456294]]

TRADEMARK SECURITY AGREEMENT, dated as of December 2, 2004 (the "*Agreement*"), between CB RICHARD ELLIS OF CALIFORNIA, INC. (the "*Grantor*"), and CREDIT SUISSE FIRST BOSTON ("*CSFB*"), as collateral agent (in such capacity, the "*Collateral Agent*") for the Secured Parties referred to below.

Reference is made to (a) the Guarantee and Collateral Agreement dated as of July 20, 2001 (as amended, supplemented or otherwise modified from time to time, the "*Collateral Agreement*"), among CB Richard Ellis Group, Inc. ("*Holdings*"), CB Richard Ellis Services, Inc. (the "*Borrower*"), the subsidiaries of the Borrower party thereto as guarantors and grantors (the "*Subsidiary Parties*") and the Collateral Agent and (b) the Amended and Restated Credit Agreement dated as of April 23, 2004 (as amended, supplemented or otherwise modified from time to time (the "*Credit Agreement*")), among Holdings, the Borrower, the lenders party thereto (the "*Lenders*") and CSFB, as administrative agent and Collateral Agent. Pursuant to the Credit Agreement, the Lenders have extended and have agreed to extend credit to the Borrower. Pursuant to the Collateral Agreement, Holdings, the Borrower and the Subsidiary Parties have, among other things, granted security interests in certain of their assets to secure, among other things, the Obligations. The Grantor is a Subsidiary Party under the Collateral Agreement. The Borrower has assigned to the Grantor the Trademark Collateral (as defined below). The Grantor has agreed to confirm to the Collateral Agent, the security interest in the Trademark Collateral created by the Collateral Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Confirmation of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, hereby confirms and grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "*Trademark Collateral*"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United

States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "*Trademarks*");

(b) all goodwill associated therewith or symbolized thereby; and

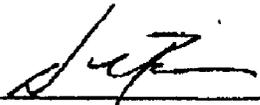
(c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CB RICHARD ELLIS OF CALIFORNIA,
INC.,

by



Name: Debara Fan
Title: Sr. VP & Treasurer

CREDIT SUISSE FIRST BOSTON, acting
through its Cayman Islands Branch, as
Collateral Agent,

by

Name:
Title:

by

Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CB RICHARD ELLIS OF CALIFORNIA, INC.,

by

Name:
Title:

CREDIT SUISSE FIRST BOSTON, acting through its Cayman Islands Branch, as Collateral Agent,

by



Name: **BILL O'DALY**
Title: **DIRECTOR**

by



Name: **CASSANDRA DROOGAN**
Title: **ASSOCIATE**

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