

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CB Richard Ellis, Inc.		03/24/2009	CORPORATION: DELAWARE
Trammel Crow Company		03/24/2009	COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	2978956	CB RICHARD ELLIS
Registration Number:	2925953	CB RICHARD ELLIS
Registration Number:	3371758	CB RICHARD ELLIS GREENERGY
Registration Number:	2925943	CBRE
Registration Number:	2925952	CBRE
Registration Number:	2934148	CBRE CB RICHARD ELLIS
Registration Number:	2958200	CBRE CB RICHARD ELLIS
Registration Number:	2945092	CBRE CB RICHARD ELLIS
Registration Number:	2925954	CBRE CB RICHARD ELLIS
Registration Number:	3387953	CBRE MELODY
Registration Number:	3276562	PORTFOLIOIQ
Registration Number:	1615148	RICHARD ELLIS
Registration Number:	1784402	

OP \$665.00 2978956

Registration Number:	1637794	
Registration Number:	2734761	TORTO WHEATON RESEARCH
Serial Number:	78936460	AXIS
Serial Number:	77488885	CBRE CAPITAL MARKETS
Serial Number:	77246572	CBRE FOUNDATIONS
Serial Number:	77199695	C
Serial Number:	77597855	GLOBAL DYNAMIC PARTNERS CBRE INVESTORS
Serial Number:	77553873	LABORANALYTICS
Serial Number:	77553888	LABORPLAN
Serial Number:	77553879	LABORSITE
Serial Number:	77364700	PJM FOUNDATIONS
Serial Number:	77470298	TOWARD A GREENER TOMORROW
Registration Number:	2322857	TRAMMELL CROW

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3016380511
Email: bonnie@ipresearchplus.com
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: Attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	34210
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	03/26/2009

Total Attachments: 7
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

1. Name of conveying party(ies):

CB Richard Ellis, Inc. - DE
Trammel Crow Company - DE

- 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: March 24, 2009

2. Name and address of receiving party(ies)

Name: Credit Suisse

Internal Address: _____
Address: _____

Street Address: 11 Madison Avenue

City: New York State: NY Zip: 10010

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- 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)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

PLEASE SEE ATTACHED

B. Trademark Registration No.(s)

PLEASE SEE ATTACHED

Additional number(s) attached Yes No

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

Name: Penelope J.A. Agodoa

Internal Address: IP Research Plus, Inc.

Street Address: 21 Tadcaster Circle

City Waldorf State: MD Zip: 20602

6. Total number of applications and registrations involved:

26

7. Total fee (37 CFR 3.41).....\$ _____

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

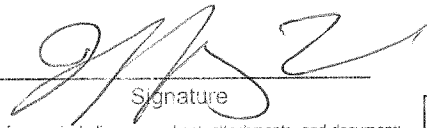
DO NOT USE THIS SPACE

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.

Jeffrey Laub

Name of Person Signing



Signature

3/25/09

Date

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

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

TRADEMARK SECURITY AGREEMENT dated as of March 24, 2009 (this "*Agreement*"), among CB RICHARD ELLIS SERVICES, INC., a Delaware corporation (the "*U.S. Borrower*"), CB RICHARD ELLIS GROUP, INC., a Delaware corporation ("*Holdings*"), CB RICHARD ELLIS, INC., a Delaware corporation, and Credit Suisse, a Swiss bank, located at Eleven Madison Avenue, New York, NY 10010, as Collateral Agent (in such capacity, the "*Collateral Agent*").

Reference is made to (a) the Amended and Restated Guarantee and Pledge Agreement dated as of March 24, 2009 (as amended, supplemented or otherwise modified from time to time, the "*Security Agreement*"), among the U.S. Borrower, Holdings, the Subsidiaries of the U.S. Borrower from time to time party thereto and the Collateral Agent and (b) the Second Amended and Restated Credit Agreement dated as of March 24, 2009 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the U.S. Borrower, CB Richard Ellis Limited, a limited company organized under the laws of England and Wales, CB Richard Ellis Limited, a corporation organized under the laws of the province of New Brunswick, CB Richard Ellis Pty Ltd, a company organized under the laws of Australia and registered in New South Wales, CB Richard Ellis Limited, a company organized under the laws of New Zealand, Holdings, the lenders from time to time party thereto (the "*Lenders*") and Credit Suisse, as administrative agent (in such capacity, the "*Administrative Agent*") and Collateral Agent.

The Lenders and the Issuing Bank (such term and each other capitalized term used but not defined in this preliminary statement having the meaning given or ascribed to it in Section 1 below) have extended and have agreed to extend credit to the Borrowers, subject to the terms and conditions set forth in the Existing Credit Agreement. Concurrent with the execution and delivery of this Agreement, the Existing Credit Agreement will be amended and restated as the Credit Agreement. Holdings and the Subsidiary Guarantors are affiliates of the U.S. Borrower, will derive substantial benefits from the amendment and restatement of the Existing Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to amend and restate such Existing Credit 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 Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant 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 such Grantor or in which such 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 thereof, and all registration applications filed in connection therewith, including registrations and applications for registration 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 United States registrations and applications listed on Schedule I, but excluding any intent-to-use Trademark application pending in the United States Patent and Trademark Office unless and until a “Statement of Use” or “Amendment to Allege Use” has been filed and accepted in the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein (the “**Trademarks**”);

(b) all goodwill associated with or symbolized by the Trademarks; and

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

SECTION 3. Security 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 Security Agreement, and are expressly subject to the terms and conditions thereof. This Agreement has been executed and delivered for the purpose of recording the grant of security interests herein with the United States Patent and Trademark Office. Each 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 Security 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 Security Agreement, the terms of the Security Agreement shall govern.

[Remainder of this page intentionally left blank]

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

CB RICHARD ELLIS SERVICES, INC.,

by



Name: Debera Fan
Title: Senior Vice President and
Treasurer

CB RICHARD ELLIS GROUP, INC.,

by



Name: Debera Fan
Title: Senior Vice President and
Treasurer

CB RICHARD ELLIS, INC.,

by



Name: Debera Fan
Title: Senior Vice President and
Treasurer

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Collateral Agent,

by



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

by



Name:
Title: **PAUL FAYBUSOVICH
VICE PRESIDENT**

[CBRE Trademark Security Agreement]

Schedule I

I. U.S. Trademark Registrations and Applications

Trademark	Owner/Grantor	Application Number	Application Date	Registration Number	Registration Date
*AXIS	CB Richard Ellis, Inc.	78/936,460	7/24/2006		
CB RICHARD ELLIS	CB Richard Ellis, Inc.	78/266,668	6/24/2003	2,978,956	7/26/2005
CB RICHARD ELLIS	CB Richard Ellis, Inc.	78/269,993	7/2/2003	2,925,953	2/8/2005
CB RICHARD ELLIS GREENERGY	CB Richard Ellis, Inc.	77/138,719	3/23/2007	3,371,758	1/22/2008
CBRE	CB Richard Ellis, Inc.	78/264,860	6/19/2003	2,925,943	2/8/2005
CBRE	CB Richard Ellis, Inc.	78/269,992	7/2/2003	2,925,952	2/8/2005
*CBRE CAPITAL MARKETS	CB Richard Ellis, Inc.	77/488,885	6/2/2008		
CBRE CB RICHARD ELLIS AND COLOR LOGO	CB Richard Ellis, Inc.	78/264,861	6/19/2003	2,934,148	3/15/2005
CBRE CB RICHARD ELLIS AND COLOR LOGO	CB Richard Ellis, Inc.	78/269,997	7/2/2003	2,958,200	5/31/2005
CBRE CB RICHARD ELLIS LOGO	CB Richard Ellis, Inc.	78/264,862	6/19/2003	2,945,092	4/26/2005
CBRE CB RICHARD ELLIS LOGO	CB Richard Ellis, Inc.	78/269,994	7/2/2003	2,925,954	2/8/2005
*CBRE FOUNDATIONS	CB Richard Ellis, Inc.	77/246,572	8/3/2007		
CBRE MELODY	CB Richard Ellis, Inc.	77/160,791	4/19/2007	3,387,953	2/26/2008
*CROPPED C LOGO	CB Richard Ellis, Inc.	77/199,695	6/6/2007		
*GLOBAL DYNAMIC PARTNERS CBRE INVESTORS & LOGO IN COLOR	CB Richard Ellis, Inc.	77/597,855	10/22/2008		
*LABORANALYTICS	CB Richard Ellis, Inc.	77/553,873	8/22/2008		
*LABORPLAN	CB Richard Ellis, Inc.	77/553,888	8/22/2008		
*LABORSITE	CB Richard Ellis, Inc.	77/553,879	8/22/2008		
PJM FOUNDATIONS (STYLIZED)	CB Richard Ellis, Inc.	77/364,700	1/4/2008		
PORTFOLIOIQ	CB Richard Ellis, Inc.	78/557,817	2/1/2005	3,276,562	8/7/2007
RICHARD ELLIS	CB Richard Ellis, Inc.	73/807,494	6/19/1989	1615148	9/25/1990
SKYLINE DESIGN	CB Richard Ellis, Inc.	74/130,700	1/15/1990	1,784,402	7/27/1993

Trademark	Owner/Grantor	Application Number	Application Date	Registration Number	Registration Date
SKYLINE DESIGN	CB Richard Ellis, Inc.	73/787,745	3/20/1989	1,637,794	3/12/1991
TORTO WHEATON RESEARCH	CB Richard Ellis, Inc.	78/115,689	3/18/2002	2,734,761	7/8/2003
*TOWARD A GREENER TOMORROW	CB Richard Ellis, Inc.	77/470,298	5/9/2008		

*Indicates that a Statement of Use or Amendment to Allege Use has not been filed and accepted in the United States Patent and Trademark Office for such trademark on the date hereof.

II. Trademark Licenses

Licensee Name and Address	Date of License	U.S. Mark	Date Entered	Registration No.
Trammell Crow Company	11/24/97, amended 7/31/02	TRAMMELL CROW	2/29/00	2,322,857