

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cushman & Wakefield, Inc.		03/30/2009	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	101 N. Tryon St.
Internal Address:	Mail Code: NC1-001-15-14
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Association:

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3265011	CUSHMAN & WAKEFIELD
Registration Number:	3273409	CUSHMAN & WAKEFIELD
Registration Number:	2488261	CUSHMAN & WAKEFIELD
Registration Number:	2403887	
Registration Number:	2144863	SITESOLUTIONS
Registration Number:	1095427	CUSHMAN & WAKEFIELD

CORRESPONDENCE DATA

Fax Number: (617)951-8736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-951-8084
Email: ashley.scibelli@bingham.com
Correspondent Name: Ashley B. Scibelli
Address Line 1: One Federal Street
Address Line 2: Bingham McCutchen LLP
Address Line 4: Boston, MASSACHUSETTS 02110

TRADEMARK

NAME OF SUBMITTER:	Ashley B. Scibelli
Signature:	/Ashley B. Scibelli/
Date:	03/30/2009
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of March 30, 2009 by CUSHMAN & WAKEFIELD, INC. (the "Grantor"), in favor of BANK OF AMERICA, N.A., as Administrative Agent (hereinafter, in such capacity, "Administrative Agent") for itself and the other lending institutions (hereinafter, collectively, the "Lenders") which are, or may become, parties to that certain Credit Agreement, dated as of May 29, 2007 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Credit Agreement"), among the Grantor, Cushman & Wakefield International, Inc. ("C&W International"), Cushman & Wakefield International Finance Subsidiary, Inc. ("C&W International Finance"), Cushman & Wakefield First Nova Scotia ULC (the "Canadian Borrower"), Cushman & Wakefield (U.K.) Limited (the "U.K. Borrower"), Cushman & Wakefield Ireland Limited ("C&W Ireland"), and Cushman & Wakefield Netherlands B.V. ("C&W Netherlands"), the Designated Borrowers from time to time party thereto (and together with the Grantor, C&W International, C&W International Finance, the Canadian Borrower, the U.K. Borrower, C&W Ireland and C&W Netherlands, the "Borrowers"), the Lenders from time to time party thereto, Bank of America, N.A., as Administrative Agent, Domestic Swing Line Lender and an L/C Issuer, Bank of America, N.A., acting through its London branch, as European Agent (hereinafter in such capacity, the "European Agent"), European Swing Line Lender and an L/C Issuer, Bank of America, N.A., acting through its Canada branch, as Canadian Agent (hereinafter in such capacity, the "Canadian Agent" and together with the Administrative Agent and the European Agent, the "Agents") and an L/C Issuer, Citibank, N.A. and JPMorgan Chase Bank, N.A., as Co-Syndication Agents, and Wachovia Bank, N.A. and Société Générale, as Co-Documentation Agents. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

WITNESSETH:

WHEREAS, pursuant to Section 10.19(b) of the Credit Agreement, the Grantor and the other Domestic Loan Parties are required to execute and deliver the Domestic Security Agreement; and

WHEREAS, pursuant to the Domestic Security Agreement, the Grantor is required to execute and deliver to Administrative Agent, for itself and for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST IN REGISTERED TRADEMARKS. The Grantor hereby grants to Administrative Agent, for itself and for the benefit of the other Secured Parties, a continuing first priority security interest in and Lien on all of the Grantor's right, title and interest in, to and under the Registered Trademarks (as defined in the Domestic Security Agreement), including, without limitation, all Registered Trademarks set forth on Schedule 1 attached hereto, associated goodwill, whether presently existing or hereafter created or acquired, excluding the Excluded Collateral (as defined in the Domestic Security Agreement).

2. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for itself and for the benefit of the other Secured Parties, pursuant to the Domestic Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with

respect to the security interest in the Registered Trademarks made and granted hereby are more fully set forth in the Domestic Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. RECORDATION. The Grantor authorizes Administrative Agent or its counsel to record this Trademark Security Agreement, together with Schedule 1 attached hereto with the United States Patent and Trademark Office (or any successor agency).

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CUSHMAN & WAKEFIELD, INC.

By: _____

Name: Robert P. Rozek

Title: Chief Financial Officer

TRADEMARK

REEL: 003961 FRAME: 0224

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Administrative Agent

By: Emilie S. Canup
Name: EMILIE S. CANUP
Title: VICE PRESIDENT

(Signature Page to Trademark Security Agreement)

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration No.</u> <u>/ Date</u>	<u>Application No.</u> <u>/ Date</u>	<u>Owner</u>
CUSHMAN & WAKEFIELD	3,265,011 07/17/2007	78/969,845 09/08/2006	Cushman & Wakefield, Inc.
CUSHMAN & WAKEFIELD and Globe Design	3,273,409 08/07/2007	77/007,289 09/26/2006	Cushman & Wakefield, Inc.
CUSHMAN & WAKEFIELD and Globe Design	2,488,261 09/11/2001	75/620,358 01/12/1999	Cushman & Wakefield, Inc.
Globe Design	2,403,887 11/14/2000	75/793,443 09/07/1999	Cushman & Wakefield, Inc.
SITESOLUTIONS	2,144,863 03/17/1998	74/597,505 11/10/1994	Cushman & Wakefield, Inc.
CUSHMAN & WAKEFIELD	1,095,427 07/04/1978	73/138,135 08/19/1977	Cushman & Wakefield, Inc.