

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Subordinated 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:	EXOR S.p.A.
Street Address:	Corso Matteotti 26
City:	Torino
State/Country:	ITALY
Postal Code:	10121
Entity Type:	CORPORATION: ITALY

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: (212)492-0239

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2123733239

Email: cmeredithgoujon@paulweiss.com, hranucci@paulweiss.com

Correspondent Name: Claudine Meredith-Goujon

Address Line 1: 1285 Avenue of the Americas

Address Line 2: c/o Paul, Weiss, LLP

Address Line 4: New York, NEW YORK 10019-6064

900130700

TRADEMARK
REEL: 003962 FRAME: 0893

CH \$165.00 3265011

ATTORNEY DOCKET NUMBER:

17422-011

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Claudine Meredith-Goujon

Signature:

/Claudine Meredith-Goujon/

Date:

04/01/2009

Total Attachments: 5

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SUBORDINATED TRADEMARK SECURITY AGREEMENT

THIS AGREEMENT IS SUBORDINATED TO THE SENIOR DEBT ON THE TERMS AND TO THE EXTENT PROVIDED IN THE INTERCREDITOR AND SUBORDINATION AGREEMENT DATED AS OF MARCH 30, 2009, ENTERED INTO BETWEEN BANK OF AMERICA, N.A., AS SENIOR AGENT, AND EXOR S.P.A., AS SUBORDINATING CREDITOR, AND ACKNOWLEDGED BY THE CREDIT PARTIES.

SUBORDINATED TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of March 30, 2009 by CUSHMAN & WAKEFIELD, INC. (the "Grantor"), in favor of EXOR S.p.A. in its capacities as lender and as agent for each Funding Entity and Assignee (hereinafter, in such capacities, collectively, the "Lender"), under that certain Subordinated Credit Agreement, dated as of March 30, 2009 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Subordinated Credit Agreement"), among the Grantor, Cushman & Wakefield Ireland Limited ("C&W Ireland"), the Designated Borrowers from time to time party thereto (and together with the Grantor, C&W Ireland, the "Borrowers"), C&W Group, Inc., Cushman & Wakefield Holdings, Inc. and the Lender. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Subordinated Credit Agreement.

WITNESSETH:

WHEREAS, pursuant to Section 10.19(b) of the Subordinated 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 the Lender 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 the Lender, a continuing 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, and 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 the Lender, pursuant to the Domestic Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender 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 the Lender 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

ACCEPTED AND ACKNOWLEDGED BY:

EXOR S.p.A., as Lender

By: 
Name: ENRICO VELLANO
Title: CHIEF FINANCIAL OFFICER

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Trademark	Registration No. / Date	Application No. / Date	Owner
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.