

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cushman & Wakefield, Inc.		06/29/2011	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: UNITED STATES		
PROPERTY NUMBERS Total: 9			
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	
Registration Number:	3929036	THE FORUM OF EXCELLENCE AND INNOVATION FOR LEADERS IN FINANCE	
Serial Number:	85056001	CUSHMAN & WAKEFIELD INVESTORS	
Serial Number:	85091561	CUSHMAN & WAKEFIELD SONNENBLICK GOLDMAN	
CORRESPONDENCE DATA			
Fax Number:	(617)951-8736		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	617-951-8132		

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TRADEMARK
REEL: 004572 FRAME: 0080

Email: linda.salera@bingham.com
Correspondent Name: Linda A. Salera
Address Line 1: 1 Federal Street
Address Line 2: c/o Bingham McCutchen LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
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Signature:	/Linda A. Salera/
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Date:	06/29/2011
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Total Attachments: 5

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of June 29, 2011 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 Amended and Restated Credit Agreement, dated as of June 29, 2011 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Credit Agreement;" the terms defined therein being used herein as therein defined), among Cushman & Wakefield, Inc. (the "Company"), Cushman & Wakefield International, Inc. ("C&W International" and together with the Company, collectively, the "Domestic Borrowers"), Cushman & Wakefield LLP ("C&W LLP"), Cushman & Wakefield Ireland Limited ("C&W Ireland" and together with C&W LLP, collectively, the "European Borrowers"), Cushman & Wakefield First Nova Scotia ULC (the "Canadian Borrower"), Cushman & Wakefield (NSW) Pty Limited (the "Australian Borrower"), Cushman & Wakefield (HK) Limited (the "Hong Kong Borrower"), certain other Designated Borrowers from time to time party thereto (together with the Domestic Borrowers, the European Borrowers, the Canadian Borrower, the Australian Borrower and the Hong Kong Borrower, collectively, the "Borrowers"), C&W Group, Inc. ("C&W Group"), Cushman & Wakefield Holdings, Inc. ("Holdings"), the Lenders from time to time party thereto, Bank of America, N.A., as Administrative Agent (in such capacity, the "Administrative Agent"), Domestic Swing Line Lender and an L/C Issuer, Bank of America, N.A., acting through its Canada branch, as Canadian Agent and an L/C Issuer, Bank of America, N.A., acting through its London branch, as European Agent, European Swing Line Lender and an L/C Issuer, Bank of America, N.A., acting through its Hong Kong branch, as Asian Agent and an L/C Issuer, JPMorgan Chase Bank, N.A., as Syndication Agent, and Barclays Bank PLC, HSBC Bank USA, National Association, Intesa Sanpaolo S.p.A. New York Branch and U.S. Bank, National Association, 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, the Grantor entered into that certain Trademark Security Agreement dated as of March 30, 2009 (as amended, supplemented or otherwise modified and in effect prior to the date hereof, the "Existing Trademark Security Agreement") in connection with the execution and delivery of the Existing Credit Agreement (as defined in the Credit Agreement);

WHEREAS, the Existing Credit Agreement has been amended and restated in its entirety as of the date hereof pursuant to the terms of the Credit Agreement;

WHEREAS, it is a condition precedent to the Lenders' making any Loans or otherwise extending credit to the Borrowers under the Credit Agreement that the Grantor execute and deliver to the Agents, for the benefit of the Lenders and the Agents, an amended and restated 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 Amended and Restated 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. Kozek

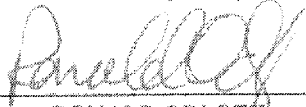
Title: Executive Vice President and
Chief Financial Officer

(Signature Page to A&R Domestic Trademark Security Agreement)

TRADEMARK
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ACCEPTED AND ACKNOWLEDGED BY:

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

By: 
Name: RONALD ODLOZIE
Title: SENIOR VICE PRESIDENT

(Signature Page to A&R Trademark Security Agreement)

TRADEMARK
REEL: 004572 FRAME: 0085

SCHEDULE I
to
AMENDED AND RESTATED 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.
THE FORUM OF EXCELLENCE & INNOVATION FOR LEADERS IN FINANCE	3929036 03/08/2011	77/631303 12/11/2008	Cushman & Wakefield, Inc.
CUSHMAN & WAKEFIELD INVESTORS		85/056001 6/7/2010	Cushman & Wakefield, Inc.
CUSHMAN & WAKEFIELD SONNENBLICK GOLDMAN and Design		85/091561 7/23/2010	Cushman & Wakefield, Inc.