

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
Grubb & Ellis Realty Investors, LLC	FORMERLY Triple Net Properties, LLC	04/15/2011	LIMITED LIABILITY COMPANY: VIRGINIA
RECEIVING PARTY DATA			
Name:	ColFin GNE Loan Funding, LLC		
Street Address:	2450 Broadway		
Internal Address:	6th Floor		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78229771	T REIT	
Registration Number:	2895327	G REIT	
Registration Number:	2752348	G REIT	
Registration Number:	2694193	TRIPLE NET PROPERTIES	
CORRESPONDENCE DATA			
Fax Number:	(917)777-4104		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-735-3000		
Email:	mmcguire@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom, LL		
Address Line 1:	Four Times Square		
Address Line 2:	Attn: Greg Norman, Esq.		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	025250/147		

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NAME OF SUBMITTER:	Greg Norman
Signature:	/GN/
Date:	08/02/2011
Total Attachments: 5 source=Executed - Short Form Trademark Security Agreement - lac2-644150-5#page1.tif source=Executed - Short Form Trademark Security Agreement - lac2-644150-5#page2.tif source=Executed - Short Form Trademark Security Agreement - lac2-644150-5#page3.tif source=Executed - Short Form Trademark Security Agreement - lac2-644150-5#page4.tif source=Executed - Short Form Trademark Security Agreement - lac2-644150-5#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 15, 2011, made by Grubb & Ellis Realty Investors, LLC (formerly known as Triple Net Properties, LLC), a Virginia limited liability company located at 1551 North Tustin Avenue, Suite #300, Santa Ana, California 93705 (the "Grantor") and ColFin GNE Loan Funding, LLC, a Delaware limited liability company located at 2450 Broadway, 6th Floor, Santa Monica, California 90404 (the "Assignee"), as Administrative Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of April 15, 2011, among the Assignee, the Grantor and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), and pursuant to that certain Credit Agreement, dated as of April 15, 2011, among Grubb & Ellis Company ("Parent Guarantor"), Grubb & Ellis Management Services, Inc. (the "Company"), certain Lenders party thereto and the Assignee, as Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

Unless otherwise defined herein, terms defined in the Credit Agreement or the Guarantee and Collateral Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Guarantee and Collateral Agreement, respectively.

WHEREAS, Parent Guarantor and the Company are members of an affiliated group of companies that includes each other grantor to the Guarantee and Collateral Agreement;

WHEREAS, the proceeds of the extensions of credit under the Credit Agreement will be used in part to enable Parent Guarantor and the Company to make valuable transfers to one or more of the grantors to the Guarantee and Collateral Agreement in connection with the operation of their respective business;

WHEREAS, Parent Guarantor, the Company, the Grantor and the other grantors to the Guarantee and Collateral Agreement are engaged in related businesses, and each grantor derives substantial direct and indirect benefit from the extensions of credit under the Credit Agreement; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor is granting a security interest to the Assignee in certain Collateral, including the Trademarks set forth on Schedule A hereto.

NOW, THEREFORE, in consideration of the above premises, the parties hereto hereby agree as follows:

1. Grant of Security Interest

(a) The Grantor hereby grants to Assignee, for the ratable benefit of the Secured Parties, a security interest in, all of the following property 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"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet

domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (ii) the right to obtain all renewals thereof (collectively, "Trademarks").

(b) Schedule A hereto contains a true and accurate list of the Grantor's United States applications and registrations for the Trademarks.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. The rights and remedies of the Assignee with respect to the security interest granted hereby are in addition to those set forth in the Guarantee and Collateral Agreement (which is deemed incorporated by reference herein) and those which are now or hereafter available to the Assignee as a matter of law or equity. The exercise by the Assignee of any one or more of the rights, powers or privileges provided for in this Agreement, in the Guarantee and Collateral Agreement, or now or hereafter existing at law or in equity shall not preclude any other or further exercise by any person, including the Assignee, of any or all other rights, powers or privileges. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. Notwithstanding the foregoing, the Grantor authorizes the Assignee, upon notice to the Grantor, to modify this Agreement in the name of and on behalf of the Grantor without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademark owned or subsequently acquired by the Grantor. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by .pdf), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

GRUBB & ELLIS REALTY INVESTORS, LLC

By: 

Name: Jeffrey Gregor

Title: Secretary

[Trademark Security Agreement]

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REEL: 004596 FRAME: 0055

Schedule A to TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARKS

Mark	Ser./Reg. No.	Filing/Reg. Date	Class(es) of Goods/Services	Owner
T REIT	Ser. No. 78/22977 1	Mar. 25, 2003	35: Real estate marketing services, namely, promoting the services of others associated with real estate and promoting relationships among owners and co-owners of real estate; business networking 36: Real estate equity sharing, namely, managing and arranging for the ownership and co-ownership of real estate; real estate investment consultation; real estate brokerage; real estate financing consultation and real estate management	Grubb & Ellis Realty Investors, LLC
G REIT	Reg. No. 2895327	Oct. 19, 2004	35: Real estate marketing services, namely, promotion of the services of others associated with real estate and promoting relationships among owners and co-owners of real estate; business networking 36: Real estate equity sharing, namely, managing and arranging the ownership and co-ownership of real estate; real estate investment consultation; real estate financing consultation	Grubb & Ellis Realty Investors, LLC

Mark	Ser./Reg. No.	Filing/Reg. Date	Class(es) of Goods/Services	Owner
G REIT LOGO	Reg. No. 2752348	Aug. 19, 2003	35: Real estate marketing services, namely, promoting the services of others associated with real estate and promoting relationships among owners and co-owners of real estate; business networking 36: Real estate equity sharing, namely, managing and arranging for the ownership and co-ownership of real estate; real estate investment consultation; real estate brokerage; real estate financing consultation and real estate management	Grubb & Ellis Realty Investors, LLC
TRIPLE NET PROPERTIES	Reg. No. 2694193	Mar. 4, 2003	36: Real estate management; real estate investment consultation; real estate brokerage; real estate equity sharing, namely, managing and arranging for co-ownership of real estate	Grubb & Ellis Realty Investors, LLC