

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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|                                                                                                                       |                             |                              |                         |
|-----------------------------------------------------------------------------------------------------------------------|-----------------------------|------------------------------|-------------------------|
| <b>SUBMISSION TYPE:</b>                                                                                               |                             | NEW ASSIGNMENT               |                         |
| <b>NATURE OF CONVEYANCE:</b>                                                                                          |                             | Assignment of Trademarks     |                         |
| <b>CONVEYING PARTY DATA</b>                                                                                           |                             |                              |                         |
| <b>Name</b>                                                                                                           | <b>Formerly</b>             | <b>Execution Date</b>        | <b>Entity Type</b>      |
| The Prudential Insurance Company of America                                                                           |                             | 11/28/2011                   | CORPORATION: NEW JERSEY |
| <b>RECEIVING PARTY DATA</b>                                                                                           |                             |                              |                         |
| <b>Name:</b>                                                                                                          | Prudential Relocation, Inc. |                              |                         |
| <b>Street Address:</b>                                                                                                | 250 Carpenter Freeway       |                              |                         |
| <b>City:</b>                                                                                                          | Irving                      |                              |                         |
| <b>State/Country:</b>                                                                                                 | TEXAS                       |                              |                         |
| <b>Postal Code:</b>                                                                                                   | 75062                       |                              |                         |
| <b>Entity Type:</b>                                                                                                   | CORPORATION: COLORADO       |                              |                         |
| <b>PROPERTY NUMBERS Total: 2</b>                                                                                      |                             |                              |                         |
| <b>Property Type</b>                                                                                                  | <b>Number</b>               | <b>Word Mark</b>             |                         |
| <b>Registration Number:</b>                                                                                           | 3146771                     | TRANSFORMING GLOBAL MOBILITY |                         |
| <b>Serial Number:</b>                                                                                                 | 85225330                    | SKILLS AWARENESS KNOWLEDGE   |                         |
| <b>CORRESPONDENCE DATA</b>                                                                                            |                             |                              |                         |
| <b>Fax Number:</b>                                                                                                    | (212)909-6836               |                              |                         |
| <b>Phone:</b>                                                                                                         | 212-909-6000                |                              |                         |
| <b>Email:</b>                                                                                                         | trademarks@debevoise.com    |                              |                         |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |                             |                              |                         |
| <b>Correspondent Name:</b>                                                                                            | Steven Keslowitz, Esq.      |                              |                         |
| <b>Address Line 1:</b>                                                                                                | 919 Third Avenue            |                              |                         |
| <b>Address Line 2:</b>                                                                                                | Debevoise & Plimpton LLP    |                              |                         |
| <b>Address Line 4:</b>                                                                                                | New York, NEW YORK 10022    |                              |                         |
| <b>ATTORNEY DOCKET NUMBER:</b>                                                                                        |                             | 08660-1022                   |                         |
| <b>NAME OF SUBMITTER:</b>                                                                                             |                             | Steven Keslowitz             |                         |

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**TRADEMARK  
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|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| Signature:                                                                                                                                                                                                                                                                                                                            | /Steven Keslowitz/ |
| Date:                                                                                                                                                                                                                                                                                                                                 | 12/06/2011         |
| Total Attachments: 5<br>source=Executed - PICA-PRI Trademark Assignment#page1.tif<br>source=Executed - PICA-PRI Trademark Assignment#page2.tif<br>source=Executed - PICA-PRI Trademark Assignment#page3.tif<br>source=Executed - PICA-PRI Trademark Assignment#page4.tif<br>source=Executed - PICA-PRI Trademark Assignment#page5.tif |                    |

ASSIGNMENT OF TRADEMARKS

ASSIGNMENT OF TRADEMARKS (the "Assignment") made as of November 28, 2011, by The Prudential Insurance Company of America, a New Jersey corporation with its principal office at 751 Broad Street, Newark, New Jersey ("Assignor"), to Prudential Relocation, Inc., a Colorado corporation, with its principal office at 250 Carpenter Freeway, Irving Texas ("Assignee").

WHEREAS, Assignor has adopted, used and is using the marks set forth on Schedule I hereto and incorporated by reference herein, which are registered in, or for which application for registration has been filed in, the United States Patent and Trademark Office (collectively, the "U.S. Assigned Marks");

WHEREAS, Assignor has adopted, used and is using the marks set forth on Schedule II hereto and incorporated by reference herein, which are registered in the relevant filing offices of Canada as set forth on Schedule II (collectively, the "Canadian Assigned Marks" and, together with the U.S. Assigned Marks, the "Assigned Marks")

WHEREAS, in connection with the acquisition by Brookfield US Relocations, Inc. of the sole stockholder of Assignee, Assignee wishes to acquire, and Assignor is willing to assign, all right, title and interest in and to the Assigned Marks;

NOW, THEREFORE, for good and valuable consideration in connection with such acquisition, the sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all right, title and interest of Assignor in and to the Assigned Marks, the registrations and applications for registration thereof and the goodwill of the business connected with the use thereof and symbolized thereby, free and clear of all liens or encumbrances of any kind; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

At any time after the date of this Assignment, each of Assignor and Assignee hereby agrees that each of them shall and shall cause its respective affiliates and related parties to, from time to time, execute and deliver to the other party such additional instruments, documents, conveyances or assurances and take such other action as shall be

necessary, or otherwise reasonably be requested by such other party, to confirm and assure the rights and obligations provided for in this Assignment and render effective the consummation of the transactions contemplated hereby, or otherwise to carry out the intent and purposes of this Assignment.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States in respect to trademark issues, and in all other respects, including as to validity, interpretation and effect, by the laws of the State of New Jersey, without giving effect to the conflict of laws rules thereof.

*[signature page follows]*



IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first written above.

**THE PRUDENTIAL INSURANCE  
COMPANY OF AMERICA**

By: \_\_\_\_\_  
Name:  
Title:

**PRUDENTIAL RELOCATION, INC.**

By: \_\_\_\_\_  
Name: Michael E. Wasenius  
Title: Executive Vice President,  
Secretary, Assistant Treasurer  
and General Counsel

ACKNOWLEDGMENT

STATE OF Connecticut )  
COUNTY OF Fairfield ) :ss:

On November 22, 2011 before me, Notary Public in and for said county, personally appeared Michael E. Wasenius, who has satisfactorily identified himself as the signer of the above-referenced document.

Juanne Bertamp  
Notary Signature

Nov 22, 2011  
Date

My commission expires: Jan. 31, 2014



[Signature Page to PICA - PRI Trademark Assignment]

SCHEDULE I

**U.S. Registered Trademarks and Trademark Applications**

**1. Registered Trademark.**

| <b>Trademark</b>             | <b>Registration No.</b> |
|------------------------------|-------------------------|
| TRANSFORMING GLOBAL MOBILITY | 3,146,771               |

**2. Trademark Application.**

| <b>Trademark</b>           | <b>Application No.</b> |
|----------------------------|------------------------|
| SKILLS AWARENESS KNOWLEDGE | 85225330               |