

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Grant of Security Interest in Trademarks	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prudential Relocation, Inc.		12/06/2011	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Prudential Financial, Inc		
Street Address:	751 Broad Street		
City:	Newark		
State/Country:	NEW JERSEY		
Postal Code:	07102-3777		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3146771	TRANSFORMING GLOBAL MOBILITY	
CORRESPONDENCE DATA			
Fax Number:	(212)909-6836		
Phone:	212-909-6000		
Email:	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>			
Correspondent Name:	Steven Keslowitz, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	08660-1022		
NAME OF SUBMITTER:	Steven Keslowitz		
Signature:	/Steven Keslowitz/		

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TRADEMARK
 REEL: 004673 FRAME: 0124

Date:

12/06/2011

Total Attachments: 5

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NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN
TRADEMARK

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARK (this "Notice"), dated as of December 6, 2011, is made by Prudential Relocation, Inc., a Colorado corporation (the "*Grantor*"), in favor of Prudential Financial, Inc., a New Jersey corporation, as Administrative Agent (the "*Secured Party*"; the Secured Party and the Grantor, collectively the "*Parties*").

WHEREAS, the Grantor is the owner of the trademark, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith; set forth on Schedule I attached hereto (collectively, the "*Trademark*");

WHEREAS, pursuant to the terms and conditions of the Pledge and Security Agreement dated as of December 6, 2011, by and among the Parties and the other grantors party thereto (the "*General Security Agreement*"), the Grantor granted to the Secured Party a lien on and security interest in, certain intellectual property owned by the Grantor, including the Trademark, all goodwill associated therein and all proceeds of the foregoing (collectively, the "*Trademark Collateral*"); and

WHEREAS, pursuant to the General Security Agreement, the Grantor agreed to execute and deliver to the Secured Party this Notice for purposes of filing the same with the United States Patent and Trademark Office (the "*USPTO*") to confirm, evidence and record the security interest in the Trademark Collateral granted pursuant to the General Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the General Security Agreement, the Grantor hereby agrees with the Secured Party as follows:

Section 1. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, pursuant to the General Security Agreement it granted to the Secured Party, a lien on and security interest in all of its right, title and interest in, to and under the Trademark Collateral of the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all products, proceeds, substitutions and replacements of any and all of 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 the Secured Obligations of the Grantor.

In no event shall the Trademark Collateral include or the security interest granted hereunder attach to any intent-to-use trademark or service mark application prior to the

filing and acceptance of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application or the resulting registration under applicable United States federal law.

Section 2. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the General Security Agreement. To the extent that there is any conflict between this Agreement and the General Security Agreement, the General Security Agreement shall control in all respects. The General Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

Section 3. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral are more fully set forth in the General Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. The Parties hereby acknowledge and agree that the security interest in the Trademark Collateral may only be terminated in accordance with the terms of the General Security Agreement or upon their mutual consent.


Section 4. Counterparts. This Notice may be executed in counterparts of the parties hereof, and each such counterpart shall be considered an original and all such counterparts shall constitute one and the same instrument. The parties may deliver such counterparts by facsimile or electronic transmission in Portable Document Format (.pdf) or other unalterable electronic format. Each party hereto agrees to deliver a manually executed original promptly following such facsimile or electronic transmission.

Section 5. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[Remainder of Page Intentionally Left Blank]

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

PRUDENTIAL RELOCATION, INC.


By: _____

Name: Michael Wasenius

Title: Authorized Officer

[Signature Page to Notice and Confirmation of Grant in Security Interest in Trademarks]

TRADEMARK
REEL: 004673 FRAME: 0128

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

PRUDENTIAL FINANCIAL, INC.



By:

Name: Jurgen Muhlhauser

Title: Vice President and Assistant Treasurer

[Signature Page to Notice and Confirmation of Grant in Security Interest in Trademark]

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REEL: 004673 FRAME: 0129

Schedule I

Trademark Registration Owned by Grantor

Owner	Trademark	Country	Registration No.	Registration Date
Prudential Relocation, Inc.	TRANSFORMING GLOBAL MOBILITY	United States of America	3,146,771	Sept. 19, 2006