

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Grubb & Ellis Management Services, Inc.		02/24/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BGC Note Acquisition Co., L.P.
Street Address:	499 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	85169651	DAYMARK
Registration Number:	3704672	FROM INSIGHT TO RESULTS
Registration Number:	3704673	GRUBB & ELLIS FROM INSIGHT TO RESULTS
Registration Number:	3704674	
Registration Number:	3944671	LANDAUER
Registration Number:	2174290	GRUBB & ELLIS
Registration Number:	2185316	
Registration Number:	2237162	GRUBB & ELLIS PROPERTY SOLUTIONS WORLDWIDE
Registration Number:	2185311	
Registration Number:	1455712	LANDAUER

CORRESPONDENCE DATA

Fax Number: (212)355-3333
 Phone: 212-813-8800

OP \$265.00 85169651

Email: NY-TM-Admin@goodwinprocter.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: GOODWIN PROCTER/LLP/Janis Nici

Address Line 1: 620 Eighth Avenue

Address Line 2: rm. 2928

Address Line 4: New York, NEW YORK 10018

ATTORNEY DOCKET NUMBER:	125886213443
NAME OF SUBMITTER:	Janis Nici
Signature:	/janis nici/
Date:	02/24/2012

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “**IP Security Agreement**”) dated as of February 24, 2012, is made by Grubb & Ellis Company (the “**Grantor**”), in favor of BGC NOTE ACQUISITION CO., L.P., as Lender (in such capacity, the “**Lender**”) in connection with the Senior Secured Super Priority Debtor in Possession Credit Agreement, dated as of February 24, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**DIP Credit Agreement**”), among Grubb & Ellis Management Services, Inc., as a debtor and debtor in possession, the Grantor, as a debtor an debtor in possession (together, the “**Borrowers**”), the other persons identified as Guarantors therein (together with the Borrowers, the “**Loan Parties**”) and the Lender.

PRELIMINARY STATEMENTS:

WHEREAS, on February 20, 2012 (the “**Petition Date**”), the Loan Parties commenced voluntary cases under Chapter 11 of the Bankruptcy Code (the “**Chapter 11 Cases**”) in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”);

WHEREAS, the Loan Parties intend to continue to operate their business pursuant to Sections 1107 and 1108 of the Bankruptcy Code;

WHEREAS, the Borrowers have requested that the Lender provide financing to the Borrowers consisting of a senior super priority loan facility in an amount of up to \$5,500,000 (the “**Facility**”) pursuant to Section 364(c) of the Bankruptcy Code;

WHEREAS, the Lender has indicated its willingness to agree to extend the Facility to the Borrowers, all on terms and conditions set forth in the DIP Credit Agreement and in the Order pursuant to Section 364(c) of the Bankruptcy Code;

WHEREAS, it is a condition precedent to the obligation of the Lender to make its extensions of credit to the Borrowers under the DIP Credit Agreement that the Grantor has executed and delivered that certain Guarantee and Collateral Agreement dated as of the date hereof made by the Grantor and certain of its affiliates to the Lender (the “**Collateral Agreement**”);

WHEREAS, under the terms of the Collateral Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and other governmental authorities;

WHEREAS, it is a condition precedent to the obligation of the Lender to make its extensions of credit to the Borrowers under the DIP Credit Agreement that the Grantor shall have executed and delivered this IP Security Agreement to the Lender; and

WHEREAS, capitalized terms used herein without definition are used as defined in the Collateral Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, to induce the Lender to enter into the DIP Credit Agreement and to induce the Lender to make its extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Lender as follows:

(1) Grant of Security. The Grantor hereby grants to the Lender a security interest in all of the Grantor's right, title and interest in and to the following (the "**Collateral**"):

(i) the trademark and service mark registrations and applications set forth in Schedule 1 hereto (provided that no security interest shall be granted in intent-to-use trademark and service mark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark and service mark applications under applicable federal law), together with the goodwill symbolized thereby (the "**Trademarks**");

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

(2) Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Secured Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by the Grantor to the Lender under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

(3) Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

(4) Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(5) Grants, Rights and Remedies. The security interest granted pursuant to this IP Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Collateral Agreement. The Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this IP Security Agreement and the Collateral Agreement, the Collateral Agreement shall control. The Grantor, from time to time after the date hereof, at Lender's reasonable request, will cooperate with Lender and execute and deliver to Lender such other instruments and documents and take such other actions, as may be reasonably requested from time to time by Lender as necessary to carry out, evidence, and confirm the intended purposes of this Agreement.

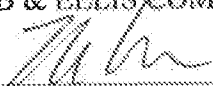
(6) Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

GRUBB & ELLIS COMPANY

By: 

Name: Michael Rispoli

Title: Authorized Signatory

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 004724 FRAME: 0006

STATE OF NEW YORK) SS
COUNTY OF NEW YORK)

On this 22 day of February, 2012 before me personally appeared Michael Pringel, to me known, who, being by me duly sworn, declared that he is a Vice President / CFO of Carabid # Ellis Company the corporation described in and which has executed the foregoing instrument; that being duly authorized he did execute the foregoing instrument on behalf of the corporation therein named; and that the foregoing constitutes the free act and deed of said corporation.


Notary Public

My Commission Expires: _____

DAVID CORREA
Notary Public, State of New York
NO. 02006219533
Qualified in New York
Commission Expires March 29, 2014

Schedule 1

Trademarks

Mark	Ser/Reg No.	Filing/Reg Date	Database	Owner	Status
DAYMARK	85169651 (Application No.)	11/4/10 (Application date)	U.S. Federal	Grubb & Ellis Company	Pending
FROM INSIGHT TO RESULTS	3704672	11/3/09	U.S. Federal	Grubb & Ellis Company	Registered
GRUBB & ELLIS FROM INSIGHT TO RESULTS	3704673	11/3/09	U.S. Federal	Grubb & Ellis Company	Registered
Design Only	3704674	11/3/09	U.S. Federal	Grubb & Ellis Company	Registered
LANDAUER	3944671	4/12/11	U.S. Federal	Grubb & Ellis Company	Registered
GRUBB & ELLIS	2174290	7/21/08	U.S. Federal	Grubb & Ellis Company	Renewed (Registered)
Design Only	2185316	9/1/98	U.S. Federal	Grubb & Ellis Company	Renewed (Registered)
GRUBB & ELLIS PROPERTY SOLUTIONS WORLDWIDE	2237162	4/6/99	U.S. Federal	Grubb & Ellis Company	Renewed (Registered)
Design Only	2185311	9/1/98	U.S. Federal	Grubb & Ellis Company	Renewed (Registered)
LANDAUER	1455712	9/1/87	U.S. Federal	Grubb & Ellis Company	Renewed (Registered)
GRUBB & ELLIS	S2929	3/2/84	U.S. State – GA	Grubb & Ellis Company	Renewed
GRUBB & ELLIS	15254	6/20/83	U.S. State – OR	Grubb & Ellis Company	Renewed
CIRCLE LOGO	TMA577381	3/12/03	Canada	Grubb & Ellis Company	Registered
GRUBB & ELLIS	TMA639776	5/12/05	Canada	Grubb & Ellis Company	Registered
GRUBB & ELLIS AND DESIGN	TMA583537	6/11/03	Canada	Grubb & Ellis Company	Registered
Design Only	1223633	6/4/11	Mexico	Grubb & Ellis Company	Registered
Design Only	1205144	3/4/11	Mexico	Grubb & Ellis Company	Registered
Design Only	1072256 (Application No.)	3/4/10 (Application Date)	Mexico	Grubb & Ellis Company	Unpublished Application (Pending)
GRUBB & ELLIS	698335	5/18/01	Mexico	Grubb & Ellis Company	Renewed (Registered)
GRUBB & ELLIS	917046	1/27/06	Mexico	Grubb & Ellis Company	Renewed (Registered)
Design Only	676742	10/31/00	Mexico	Grubb & Ellis Company	Registered
Design Only	663195	7/11/00	Mexico	Grubb & Ellis Company	Registered

Design Only	656643	5/30/00	Mexico	Grubb & Ellis Company	Registered
GRUBB & ELLIS	665684	7/27/00	Mexico	Grubb & Ellis Company	Renewed (Registered)
GRUBB & ELLIS	2225457	12/1/00	United Kingdom	Grubb & Ellis Company	Registration (Registered)
Design Only	1556307	6/11/01	Community Trademarks	Grubb & Ellis Company	Registration (Registered)
GRUBB & ELLIS	1556612	7/9/01	Community Trademarks	Grubb & Ellis Company	Registration (Registered)
Design Only	4474150	5/11/01	Japan	Grubb & Ellis Company	Registered
GRUBB & ELLIS	4474151	5/11/01	Japan	Grubb & Ellis Company	Registered
GRUBB & ELLIS	609732	3/6/07	New Zealand	Grubb & Ellis Company	Registration (Registered)
GRUBB & ELLIS	609731	3/6/07	New Zealand	Grubb & Ellis Company	Registration (Registered)
GRUBB & ELLIS	609733	3/6/07	New Zealand	Grubb & Ellis Company	Registration (Registered)