

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE SITUS COMPANIES LLC		07/26/2012	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	SITUS HOLDINGS, LLC		
Street Address:	4665 Southwest Freeway, Suite 200		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77027		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	85597728	SITUS	
Serial Number:	85576065	THE SITUS COMPANIES	
Serial Number:	85644898	HANOVER STREET	
Registration Number:	3202017	SITUS	
Registration Number:	4061815	SITUS	
Registration Number:	4061814	SITUS	
Registration Number:	4061813	SITUS	
CORRESPONDENCE DATA			
Fax Number:	8667077596		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	713-802-9144		
Email:	trademark@craftchu.com		
Correspondent Name:	L. Jeremy Craft		
Address Line 1:	1445 North Loop W Ste 840		

OP \$190.00 85597728

Address Line 4: Houston, TEXAS 77008-1673

ATTORNEY DOCKET NUMBER: 199/0

NAME OF SUBMITTER: L. Jeremy Craft

Signature: /199/0/

Date: 07/27/2012

Total Attachments: 5
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (hereinafter "Assignment Agreement") is made this 26th day of JULY, 2012, by and between The Situs Companies LLC, a limited liability company of Texas (the "Assignor"), and Situs Holdings, LLC, a limited liability company of Delaware (the "Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks and the corresponding registrations and applications for registration set forth in the attached Schedule A (collectively, the "Trademarks"), together with the goodwill of the business connected with and symbolized by the Trademarks; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks together with the goodwill of the business connected with and symbolized by the Trademarks;

NOW, THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as set forth below.

Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks and the entire portion of the Assignor's business to which the marks pertain including, without limitation, all rights therein at common law, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, the right to sue and recover damages, profits and other remedies for past and future infringement by any third party, any and all rights to royalties, profits, compensations, license fees, or other remuneration of any kind relating to the Trademarks and/or the goodwill under the Trademarks, and any priority right that may arise from the Trademarks, the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and applications for registration set forth in Schedule A to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor does further hereby give consent to Assignee to take solely in its name all necessary procedures for recording this assignment.

Assignor agrees to execute all documents, papers, forms, and authorizations and take all other action that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the registrations and applications for registration set forth in Schedule A.

Assignor represents and warrants that Assignor has the full right to convey the entire right, title and interest herein assigned, and that Assignor will not take any action, use any trademark or execute any instrument or grant or transfer any rights, title or interests inconsistent with the rights, title and interests assigned herein.

Each party represents and warrants that it has full right, power and authority to enter into this Assignment Agreement and perform all of its obligations hereunder.

This Assignment Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement as of the date first above written.

ASSIGNOR

ASSIGNEE

THE SITUS COMPANIES LLC

SITUS HOLDINGS, LLC

By: 

By: 

Name: D. Keith Johnson

Name: D. Keith Johnson

Title: Chief Executive Officer

Title: Chief Executive Officer

ASSIGNOR

THE SITUS COMPANIES LLC

Name: D. Keith Johnson

Title: Chief Executive Officer

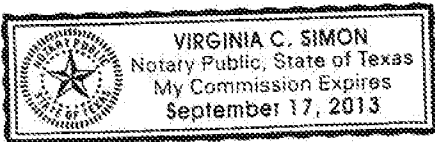
STATE OF TEXAS :

:

COUNTY OF HARRIS :

On this 26th day of July, 2012, before me, a Notary Public in and for the State and County aforesaid, personally appeared D. Keith Johnson, known by me to be the person of the above name and the Chief Executive Officer of The Situs Companies LLC, duly authorized to execute this Assignment Agreement on behalf of The Situs Companies LLC, and who signed and executed the foregoing instrument on behalf of The Situs Companies LLC.

Given under my hand and seal of office this 26th day of July, 2012.



My commission expires: 1 / 1

By: *Virginia C. Simon*
Notary Public

[STAMP]

ASSIGNEE

SITUS HOLDINGS, LLC

Name: D. Keith Johnson

Title: Chief Executive Officer

STATE OF TEXAS :

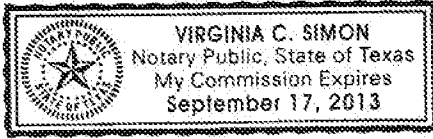
COUNTY OF HARRIS :

On this 26th day of July, 2012, before me, a Notary Public in and for the State and County aforesaid, personally appeared D. Keith Johnson, known by me to be the person of the above name and the Chief Executive Officer of Situs Holdings, LLC, duly authorized to execute this Assignment Agreement on behalf of Situs Holdings, LLC, and who signed and executed the foregoing instrument on behalf of Situs Holdings, LLC.

Given under my hand and seal of office this 26th day of July, 2012.

My commission expires: _____

By: Virginia C. Simon
Notary Public



[STAMP]

SCHEDULE A

Trademarks

List of Trademarks, including application, registration numbers and other identifiers, conveyed under this Assignment.

Mark	Application No.	Application Date	Registration No.	Registration Date
SITUS	78849064	3/29/2006	3202017	1/23/2007
SITUS & DESIGN	77721023	4/23/2009	4061815	11/29/2011
SITUS & DESIGN	77720970	4/23/2009	4061814	11/29/2011
SITUS	77720434	4/23/2009	4061813	11/29/2011
SITUS & DESIGN	85597728	4/13/2012	N/A	N/A
THE SITUS COMPANIES	85576065	3/21/2012	N/A	N/A
HANOVER STREET	85644898	6/6/2012	N/A	N/A