

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prudential Financial, Inc.		12/04/2012	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Brookfield Relocation, Inc., f/k/a Prudential Relocation, Inc.		
Street Address:	250 Carpenter Freeway		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75062		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3146771	TRANSFORMING GLOBAL MOBILITY	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-909-6000		
Email:	trademarks@debevoise.com		
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:	08660-1025		
NAME OF SUBMITTER:	Steven Keslowitz		
Signature:	/Steven Keslowitz/		

CH \$40.00 3146771

Date:

12/12/2012

**Total Attachments: 3**

source=Term Rel TMs\_PruFin\_ BRI#page1.tif

source=Term Rel TMs\_PruFin\_ BRI#page2.tif

source=Term Rel TMs\_PruFin\_ BRI#page3.tif

**TERMINATION AND RELEASE OF  
SECURITY INTEREST IN TRADEMARKS**

TERMINATION AND RELEASE, dated as of December 4, 2012, from Prudential Financial, Inc., a New Jersey corporation (the "Company") and Brookfield Relocation Inc., fka Prudential Relocation, Inc., a Delaware corporation ("BRI").

**WITNESSETH:**

WHEREAS, pursuant to the terms and conditions of (i) 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") and (ii) the Notice and Confirmation of Grant of Security Interest in Trademark, dated as of December 6, 2011 ("Notice of Grant", and collectively with the General Security Agreement, the "Security Agreements"), BRI granted to the Company a lien on and security interest in, certain Trademarks (as defined in the Notice of Grant), all goodwill associated therein and including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all products, proceeds, substitutions and replacements of the foregoing (collectively, the "Trademark Collateral"); and

WHEREAS, the Notice of Grant was recorded in the Trademark Division of the United States Patent and Trademark Office on December 6, 2011 at Reel 4673, Frame 0124; and

WHEREAS, the Company now desires to terminate and release the entirety of its security interest in and to the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreements, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Company hereby states as follows:

1. Release of Security Interest: The Company hereby terminates, releases and discharges its security interest in the Trademark Collateral, and any right, title or interest of the Company in such Trademark Collateral shall hereby cease and become void.
2. Further Assurances: The Company shall execute and deliver to BRI all further releases and other documents (including without limitation Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of such security interest.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

PRUDENTIAL FINANCIAL, INC.  
as the Company

By: Charles Larson  
Name: Charles Larson  
Title: Second Vice President

SCHEDULE I

Country	Trademark	Reg. No.
USA	TRANSFORMING GLOBAL MOBILITY	3,146,771