

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322389

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DTZ, Inc.		11/05/2014	CORPORATION: MASSACHUSETTS
DTZ Americas, Inc.		11/05/2014	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as collateral agent		
Street Address:	555 California Street, 4th Floor Mail Code: CA5-705-04-09		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2655789	UNI-Q	
Registration Number:	3100572	GUARANTEED CLEAN. CERTIFIABLY GREEN.	
Registration Number:	3249436	GUARANTEED CLEAN. CERTIFIABLY GREEN.	
Registration Number:	1670510	EQUIS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	marina.kelly@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant		
SIGNATURE:	/Marina Kelly, Thomson Reuters/		
DATE SIGNED:	11/06/2014		
Total Attachments: 7			
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of November 5, 2014, by and among **DTZ, INC.**, **DTZ AMERICAS, INC.** (each, a "Grantor", and collectively, the "Grantors") and **BANK OF AMERICA, N.A.**, in its capacity as collateral agent for the Secured Parties (in such capacity, the "Agent").

W i t n e s s e t h:

WHEREAS, the Grantors are party to a U.S. Second Lien Pledge and Security Agreement, dated as of November 5, 2014 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented and/or otherwise modified, the "Second Lien Security Agreement"), in favor of the Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement (as defined in the Second Lien Security Agreement), the Grantors hereby agree with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Second Lien Security Agreement and used herein have the meaning given to them in the Second Lien Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under the Trademarks of such Grantor listed on Schedule I attached hereto and all goodwill associated with such Trademarks (the "Trademark Collateral").

SECTION 3. Second Lien Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Second Lien Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by each such Grantor to the Agent in the Second Lien Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Second Lien Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Second Lien Security Agreement in accordance with its terms, the Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.


SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the security interest granted to the Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the First Lien/Second Lien Intercreditor Agreement. In the event of any conflict among the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern and control.

SECTION 7. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

DTZ, INC.

By: 
Name: Paul Bedborough
Title: President

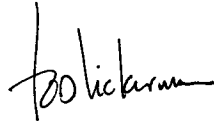
DTZ AMERICAS, INC.

By: _____
Name: Tod Lickerman
Title: Chief Executive Officer and President

DTZ, INC.

By: _____
Name: Paul Bedborough
Title: President

DTZ AMERICAS, INC.

By:  _____
Name: Tod Lickerman
Title: Chief Executive Officer and President

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Agent

By: Liliana Clear

Name:

Title:

Liliana Clear
Vice President

[Signature Page to U.S. Second Lien Trademark Security Agreement (Short Form)]

TRADEMARK
REEL: 005395 FRAME: 0547

SCHEDULE I
TO
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

OWNER (GRANTOR)	TITLE	DATE FILED	REGISTRATION OR APPLICATION NUMBER (AS APPLICABLE)
DTZ, Inc.	UNI-Q	7-March- 2001	2655789
DTZ, Inc.	GUARANTEED CLEAN. CERTIFIABLY GREEN.	6-June- 2005	3100572
DTZ, Inc.	GUARANTEED CLEAN. CERTIFIABLY GREEN.	31-July- 2006	3249436
DTZ Americas, Inc.	EQUIS	5-Dec-1990	1670510