

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327392

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Massey Knakal Realty Holdings, LLC		12/29/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Massey Knakal Realty, LLC		
Street Address:	275 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3301111	BUILDING SALES JOURNAL	
Registration Number:	3098259	MASSEY KNAKAL	
Registration Number:	3098263	MASSEY KNAKAL	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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>			
Phone:	212-969-3000		
Email:	trademark@proskauer.com		
Correspondent Name:	Jenifer deWolf Paine		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	50584-002		
NAME OF SUBMITTER:	Jenifer deWolf Paine		
SIGNATURE:	/Jenifer deWolf Paine/		
DATE SIGNED:	12/29/2014		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made as of the 29th day of December, 2014, by and between MASSEY KNAKAL REALTY HOLDINGS, LLC, a Delaware limited liability company, having an office at 275 Madison Avenue, New York, New York (“Assignor”) on the one hand, and MASSEY KNAKAL REALTY, LLC, a Delaware limited liability company, having an office at 275 Madison Avenue, New York, New York (“Assignee”) on the other hand.

WHEREAS, the Assignor is the owner of certain trademarks used in connection with its Business as described in the Purchase Agreement (defined below), including those listed on the attached Schedule A, and all registrations and applications therefor, along with all goodwill associated therewith (collectively, the “Trademarks”); and

WHEREAS, in connection with the transaction contemplated by that certain Securities Purchase Agreement, dated December 14, 2014, entered into by and among Assignor, Assignee and Cushman & Wakefield, Inc. (the “Purchase Agreement”) the Assignor wishes to assign, and the Assignee wishes to assume, the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby severally acknowledged, the parties hereto agree as follows:


1. The Assignor hereby assigns to the Assignee all right, title and interest in, to, and under any and all Trademarks of Assignor, including all registrations and applications therefor, together with the goodwill associated therewith.
2. The Assignor further assigns to the Assignee the right to bring suit for recover damages and all other relief for all infringements of the Trademarks that have occurred prior to the date of this Assignment.
3. Assignor and Assignee hereby explicitly acknowledge and agree that the transfer of marks being made pursuant to this Assignment is being made in connection with the sale of substantially all of Assignor’s business to which the Trademark’s relate.
4. Assignor agrees to execute all documents, assist in all proceedings and take any reasonable further steps as Assignee may deem necessary or reasonably request (at the sole cost and expense of the Assignee) to effectuate the transfer of the Trademarks to Assignee, enforcement of the Trademarks against third parties, or the confirmation, perfection, registration, or recordation of the rights of the Assignee thereto, as Assignee may reasonably deem appropriate. If Assignor does not, within fifteen (15) days of presentment, return the requested executed documents, then Assignee is hereby granted a limited power of attorney to execute all such documents on behalf of Assignor. This power of attorney is coupled with an interest and is irrevocable.

[Signatures on Next Page]

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

ASSIGNOR


**MASSEY KNAKAL REALTY HOLDINGS,
LLC**

By: 
Name: Paul Massey
Title: Managing Member


ASSIGNEE

MASSEY KNAKAL REALTY, LLC

**By: Massey Knakal Realty Holdings, LLC, its
sole member**

By: 
Name: Paul Massey
Title: Managing Member

SCHEDULE A

<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
USA	BUILDING SALES JOURNAL	3,301,111	October 2, 2007
USA	MASSEY KNAKAL	3,098,259	May 30, 2006
USA		3,098,263	May 30, 2006