

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM327829

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Lien Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cassidy Turley Commercial Real Estate Services, Inc		12/31/2014	CORPORATION: MISSOURI
Cassidy Turley, L.P.		12/31/2014	LIMITED PARTNERSHIP: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UBS AG, Stamford Branch, as collateral agent		
<b>Street Address:</b>	677 Washington Boulevard		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06901		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3908877	CASSIDY TURLEY	
<b>Registration Number:</b>	3908878	CASSIDY TURLEY	
<b>Registration Number:</b>	3908876	CASSIDY TURLEY	
<b>Registration Number:</b>	4308779		
<b>Registration Number:</b>	4571951	FURNKEY	
<b>Registration Number:</b>	4606876	ONE FAIRFAX	
<b>Registration Number:</b>	3435212	POWERFUL IDEAS	
<b>Registration Number:</b>	3217084	THE STATE OF REAL ESTATE	
<b>Registration Number:</b>	2987437	THE STATE OF REAL ESTATE	
<b>Registration Number:</b>	3946577	TYSONS METRO CENTER	
<b>Registration Number:</b>	2628961	BT COMMERCIAL	
<b>Registration Number:</b>	1197379	TERRANOMICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	marina.kelly@thomsonreuters.com		

TRADEMARK

**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

<b>NAME OF SUBMITTER:</b>	Elaine Carrera, Legal Assistant
<b>SIGNATURE:</b>	/Marina Kelly, Thomson Reuters/
<b>DATE SIGNED:</b>	01/02/2015

**Total Attachments: 7**

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**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

1. Cassidy Turley Commercial Real Estate Services, Inc.  
2. Cassidy Turley, L.P.

☐ Individual(s) ☐ Association  
☐ Partnership ☐ Limited Partnership  
☐ Corporation- State: \_\_\_\_\_  
☒ Other 1. Corp.-MO; 2. L.P.-CA

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) December 31, 2014

☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other First Lien Security Agreement

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: UBS AG, Stamford Branch, as Collateral Agent

Street Address: 677 Washington Boulevard

City: Stamford

State: CT

Country: USA Zip: 06901

☐ Individual(s) Citizenship \_\_\_\_\_  
☐ Association Citizenship \_\_\_\_\_  
☐ Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_  
☒ Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

12

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

☐ Authorized to be charged to deposit account  
☐ Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera  
Signature

January 2, 2015

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of December 31, 2014, by and among **CASSIDY TURLEY COMMERCIAL REAL ESTATE SERVICES, INC., CASSIDY TURLEY, L.P.** (each, a "Grantor", and collectively, the "Grantors") and **UBS AG, STAMFORD BRANCH**, 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 the First Lien Joinder Agreement, dated as of December 31, 2014, pursuant to which each Grantor is deemed to be a Grantor under the U.S. First 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 "First 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 First Lien Security Agreement), the Grantors hereby agree with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the First Lien Security Agreement and used herein have the meaning given to them in the First 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. First 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 First 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 First 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 First 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 First Lien Security Agreement, the provisions of the First Lien Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the First 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.

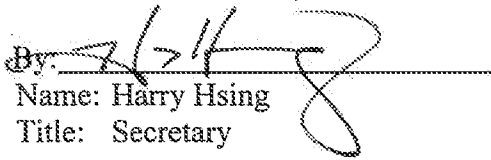
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed 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. 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.]


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


**CASSIDY TURLEY COMMERCIAL REAL  
ESTATE SERVICES, INC.  
CASSIDY TURLEY, L.P.**

By:   
Name: Harry Hsing  
Title: Secretary

Accepted and Agreed:

**UBS AG, STAMFORD BRANCH,**  
as Agent

By:   
Name: Houssem Daly  
Title: Associate Director

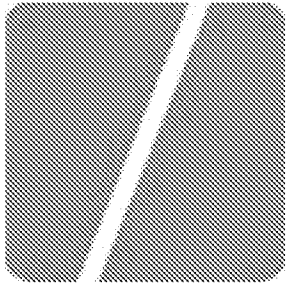
By:   
Name: Craig Pearson  
Title: Associate Director

[Signature Page to First Lien Trademark Security Agreement (Short Form)]

**TRADEMARK**  
**REEL: 005433 FRAME: 0609**

**SCHEDULE I**  
**TO**  
**FIRST LIEN TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:**

<b>OWNER (GRANTOR)</b>	<b>TITLE</b>	<b>DATE</b>	<b>REGISTRATION OR APPLICATION NUMBER (AS APPLICABLE)</b>
Cassidy Turley Commercial Real Estate Services, Inc.	CASSIDY TURLEY	1/18/2011	3,908,877
Cassidy Turley Commercial Real Estate Services, Inc.	CASSIDY TURLEY	1/18/2011	3,908,878
Cassidy Turley Commercial Real Estate Services, Inc.	CASSIDY TURLEY	1/18/2011	3,908,876
Cassidy Turley Commercial Real Estate Services, Inc.		3/26/2013	4,308,779
Cassidy Turley Commercial Real Estate Services, Inc.	FURNKEY	7/22/2014	4,571,951
Cassidy Turley Commercial Real Estate Services, Inc.	ONE FAIRFAX	9/16/2014	4,606,876
Cassidy Turley Commercial Real Estate Services, Inc.	POWERFUL IDEAS	5/27/2008	3,435,212
Cassidy Turley Commercial Real Estate Services, Inc.	THE STATE OF REAL ESTATE	3/13/2007	3,217,084
Cassidy Turley Commercial Real Estate Services, Inc.	THE STATE OF REAL ESTATE	8/23/2005	2,987,437



Cassidy Turley Commercial Real Estate Services, Inc. <sup>†</sup>	TYSONS METRO CENTER	4/12/2011	3,946,577
Cassidy Turley, L.P.	TERRANOMICS	6/8/1982	1197379
Cassidy Turley, L.P.	BT COMMERCIAL	10/1/2002	2628961

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<sup>†</sup> U.S. Patent and Trademark Office records reflect “Cassidy Turley” as the trademark registrant and record owner. This registration is not material to the business of the New Grantor and will be abandoned or not renewed as permitted by the Loan Documents.