

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327896

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cassidy Turley Commercial Real Estate Services, Inc		12/31/2014	CORPORATION: MISSOURI
Cassidy Turley, L.P.		12/31/2014	LIMITED PARTNERSHIP: CALIFORNIA

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:	Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3908877	CASSIDY TURLEY
Registration Number:	3908878	CASSIDY TURLEY
Registration Number:	3908876	CASSIDY TURLEY
Registration Number:	4308779	
Registration Number:	4571951	FURNKEY
Registration Number:	4606876	ONE FAIRFAX
Registration Number:	3435212	POWERFUL IDEAS
Registration Number:	3217084	THE STATE OF REAL ESTATE
Registration Number:	2987437	THE STATE OF REAL ESTATE
Registration Number:	3946577	TYSONS METRO CENTER
Registration Number:	1197379	TERRANOMICS
Registration Number:	2628961	BT COMMERCIAL

CORRESPONDENCE DATA

Fax Number:

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.

Email: 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

NAME OF SUBMITTER: Elaine Carrera, Legal Assistant

SIGNATURE: /Marina Kelly, Thomson Reuters/

DATE SIGNED: 01/05/2015

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 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 **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 the Second Lien Joinder Agreement, dated as of December 31, 2014, pursuant to which each Grantor is deemed to be a Grantor under the 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.

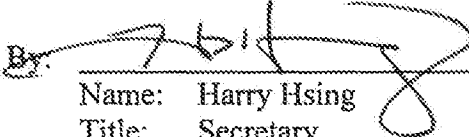
SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the security interest granted to the Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the First Lien/Second Lien Intercreditor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

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer 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:

BANK OF AMERICA, N.A.,
as Agent

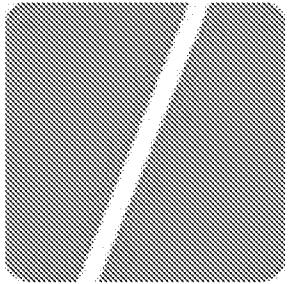
By: Liliana Clear
Name: **Liliana Clear**
Title: **Vice President**

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

TRADEMARK
REEL: 005433 FRAME: 0972

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

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

OWNER (GRANTOR)	TITLE	DATE	REGISTRATION OR APPLICATION NUMBER (AS APPLICABLE)
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. [†]	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

[†] 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.