

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM344297

|   |  |                           |                    |
|---|--|---------------------------|--------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                           |                    |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                           |                    |
| <b>CONVEYING PARTY DATA</b>   |  |                           |                    |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b>     | <b>Entity Type</b> |
| Apartment Realty Advisors, Inc.   |  | 05/14/2015                | CORPORATION: OHIO  |
| <b>RECEIVING PARTY DATA</b>   |  |                           |                    |
| <b>Name:</b>  | BGC Partners, L.P.                                 |                           |                    |
| <b>Street Address:</b>  | 499 Park Avenue                                    |                           |                    |
| <b>City:</b>  | New York   |                           |                    |
| <b>State/Country:</b>   | NEW YORK   |                           |                    |
| <b>Postal Code:</b>   | 10022  |                           |                    |
| <b>Entity Type:</b>   | LIMITED PARTNERSHIP: DELAWARE                      |                           |                    |
| <b>PROPERTY NUMBERS Total: 2</b>  |  |                           |                    |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>          |                    |
| <b>Registration Number:</b>   | 3311025  | ARA                       |                    |
| <b>Registration Number:</b>   | 3296752  | APARTMENT REALTY ADVISORS |                    |
| <b>CORRESPONDENCE DATA</b>  |  |                           |                    |
| <b>Fax Number:</b>  | 2123087537   |                           |                    |
| <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>Phone:</b>   | 212-610-3558                                       |                           |                    |
| <b>Email:</b>   | ahsu@cantor.com                                    |                           |                    |
| <b>Correspondent Name:</b>  | Andrew Hsu   |                           |                    |
| <b>Address Line 1:</b>  | 110 East 59th street                               |                           |                    |
| <b>Address Line 2:</b>  | Cantor Fitzgerald, L.P., Innovation Div.           |                           |                    |
| <b>Address Line 4:</b>  | New York, NEW YORK 10022                           |                           |                    |
| <b>ATTORNEY DOCKET NUMBER:</b>  | ARA ASSIGNMENT                                     |                           |                    |
| <b>NAME OF SUBMITTER:</b>   | Andrew Hsu   |                           |                    |
| <b>SIGNATURE:</b>   | /Andrew Hsu/                                       |                           |                    |
| <b>DATE SIGNED:</b>   | 06/11/2015   |                           |                    |
| <b>Total Attachments: 5</b>   |  |                           |                    |
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## TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

This Trademark Assignment and Assumption Agreement (this "Agreement"), dated as of May 14, 2015, is made by and between Apartment Realty Advisors, Inc., an Ohio corporation ("Assignor"), and BGC Partners, L.P., a Delaware limited partnership ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks, logos and trade names set forth on Exhibit C-1 attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of November 21, 2014 (as may be supplemented or amended, the "Purchase Agreement"), pursuant to which Assignor agreed to transfer, sell, assign, transfer and convey to Assignee or its designees certain assets of Assignor, including, without limitation, the Marks and the goodwill of the business symbolized thereby;

WHEREAS, capitalized terms used but not otherwise defined herein shall have such meaning as defined in the Purchase Agreement;

WHEREAS, effective as of the Closing Date, Assignor wishes to confirm the assignment of and hereby assign the Marks to Assignee, and Assignee is desirous of confirming the acquisition of and acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby;

WHEREAS, effective as of the Closing Date, Assignor shall convey and hereby conveys the Marks to Assignee as part of the transfer of certain assets of a going business; and

WHEREAS, the execution and delivery of this Agreement is a condition to the Closing of the transactions contemplated under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment.

(a) Effective as of the date hereof, Assignor hereby confirms the assignment of and does hereby sell, assign, transfer and convey unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including, without limitation, any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

(b) To assist Assignee in effectuating the transfer of the Marks, Assignor shall provide to Assignee on the date hereof, executed jurisdiction-specific assignment deeds and related documents in the form attached hereto as Exhibit C-2, Exhibit C-3, Exhibit C-4 and Exhibit C-5 for purposes of recordal of the assignments by Assignee, in the relevant jurisdictions. Assignor hereby authorizes the relevant trademark authority and the empowered official of any U.S. State, or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications

and title thereto, to, on or after the Closing Date, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument, including by filing and recording with the applicable government authority the agreements substantially in the form of Exhibit C-2, Exhibit C-3, Exhibit C-4 and Exhibit C-5 hereto.

2. Miscellaneous.

(a) This Agreement shall be governed, including as to validity, interpretation and effect, by, and construed in accordance with, the Laws of the State of New York applicable to agreements made and fully performed within the State of New York. Any dispute arising out of or relating to this Agreement shall be resolved in accordance with the Purchase Agreement.

(b) This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and be valid and binding upon Assignee and Assignor. This Agreement will be binding on the successors of Assignor and extend to the successors, assigns and designees of Assignee.

(c) Assignor, from time to time after the date hereof, at Assignee's reasonable request, shall execute, acknowledge, and deliver to Assignee or its designees such other instruments of conveyance and transfer and will take such other actions and execute and deliver such other documents, certifications, and further assurances as Assignee may reasonably request in order to evidence the transfers and assignments contemplated by this Agreement and the Purchase Agreement and to vest the Marks more effectively in Assignee. Assignor shall cooperate with Assignee and shall use commercially reasonable efforts to execute and deliver to Assignee such other instruments and documents and take such other actions, as may be reasonably requested from time to time by Assignee as reasonably necessary to carry out, evidence, and confirm the intended purposes of this Agreement. All reasonable third party expenses related to Assignor's compliance with Assignee's requests under this paragraph shall be born solely by Assignee.

(d) Assignor hereby constitutes and appoints Assignee and its executives and officers as Assignor's true and lawful attorneys-in-fact ("attorneys-in-fact") to execute for and on behalf of Assignor such other instruments of conveyance and transfer and such other documents and certifications that are necessary in order to evidence and record the transfers and assignments of the Marks to Assignee and to vest the Marks more effectively in Assignee, it being understood that any documents executed by such attorney-in-fact on behalf of the Assignor pursuant to this Section 2(d) shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in such attorneys-in-fact's discretion so long as the same are consistent with the intended purposes of this Agreement. Assignor hereby grants to such attorney-in-fact severally, full power and authority to do and perform any and every act and thing whatsoever requisite, necessary or proper to be done in the exercise of any of the rights and powers granted in this Section 2(d), as fully to all intents and purposes as Assignor might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact's substitute or substitutes, shall lawfully do or cause to be done by virtue of this Section 2(d) and the rights and powers herein granted. This Section 2(d) shall remain in full force and effect for three (3) years following the Closing Date unless earlier revoked by Assignor in a signed writing delivered to the foregoing attorneys-in-fact.

(e) This Agreement, together with the Purchase Agreement and the documents attached as exhibits thereto and hereto (collectively, the "Trademark Documents"), sets forth the entire

understanding of the parties with respect to the subject matter of the Trademark Documents, and supersedes all prior contracts, agreements, arrangements, communications, discussions, representations and warranties, whether oral or written, between the parties to the Trademark Documents with respect to the subject matter thereof.

(f) This Agreement shall be binding upon and enforceable by, and shall inure to the benefit of, the parties hereto and their respective successors, heirs, executors, administrators and permitted assigns, and no others.

[Signatures on the Following Page]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment and Assumption Agreement to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

APARTMENT REALTY ADVISORS, INC.

By: Blake Orland  
Name: BLAKE ORLAND  
Title: PRESIDENT

BGC PARTNERS, L.P.


By: [Signature]  
Name: James Fierro  
Title: CFO BGC Real Estate Division

*[Signature Page to Trademark Assignment And Assumption Agreement, dated May 14, 2015, by and between Apartment Realty Advisors, Inc. and BGC Partners, L.P.]*

Exhibit C-1

Marks

US Federal Trademarks

| Mark  | Registration Number | Registration Date | Jurisdiction  | Status     | Class(es) |
|---|---------------------|-------------------|---------------|------------|-----------|
|  | 3311025             | Oct. 16, 2007     | United States | Registered | 36        |
| APARTMENT<br>REALTY ADVISORS  | 3296752             | Sept. 25, 2007    | United States | Registered | 36        |

US State Trademarks

| Mark                                    | Registration Number | Registration Date | Jurisdiction       | Status     | Class(es) |
|---|---------------------|-------------------|--------------------|------------|-----------|
| APARTMENT<br>REALTY ADVISORS,<br>INC.   | 1361197             | Jan. 6, 2003      | Ohio State         | Registered | 36        |
| APARTMENT<br>REALTY ADVISORS            | 1361199             | Jan. 6, 2003      | Ohio State         | Registered | 36        |
| APARTMENT<br>REALTY ADVISORS<br>MIDWEST | 1361200             | Jan. 6, 2003      | Ohio State         | Registered | 36        |
| APARTMENT<br>REALTY ADVISORS            | 596953              | July 2, 2007      | Louisiana<br>State | Registered | 36        |