

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351716

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EXOR S.P.A.		08/17/2015	CORPORATION: ITALY
RECEIVING PARTY DATA			
Name:	CUSHMAN & WAKEFIELD, INC.		
Street Address:	1290 AVENUE OF THE AMERICAS		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10104		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3265011	CUSHMAN & WAKEFIELD	
Registration Number:	3273409	CUSHMAN & WAKEFIELD	
Registration Number:	2488261	CUSHMAN & WAKEFIELD	
Registration Number:	2403887		
Registration Number:	2144863	SITESOLUTIONS	
Registration Number:	1095427	CUSHMAN & WAKEFIELD	
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:	vmann@paulweiss.com, dewilliams@paulweiss.com		
Correspondent Name:	Virginia F. Mann		
Address Line 1:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	05281-141		
NAME OF SUBMITTER:	Virginia F. Mann		
SIGNATURE:	/Virginia F. Mann/		
DATE SIGNED:	08/17/2015		
Total Attachments: 4			

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EXECUTION VERSION

**NOTICE OF RELEASE OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Release"), effective as of August 17, 2015 is made by EXOR S.p.A. in its capacity as lender and agent (referred to herein as the "Lender"), in favor of Cushman & Wakefield, Inc. (the "Company"), pursuant to that certain Subordinated Credit Agreement, dated as of March 30, 2009 (the "Credit Agreement") among the Lender, the Company and the other parties thereto.

WITNESSETH:

WHEREAS, in connection with the Credit Agreement, the Company and the Lender have executed and delivered the Subordinated Trademark Security Agreement, dated as of March 30, 2009, in favor of the Lender, recorded in the United States Patent and Trademark Office (the "USPTO") on April 1, 2009 at Reel/Frame No. 3962/0893 (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Company granted to the Lender for the benefit of the Lender a continuing security interest in all of the Company's Registered Trademarks, including, without limitation, the Registered Trademarks set forth on Schedule 1 attached hereto;

WHEREAS, the Company has satisfied all of its obligations under the Credit Agreement, which the Lender confirmed and subsequently released all security interests in full pursuant to that certain Payoff Letter, dated as of June 24, 2011, by and between the Lender, the Company and certain other parties thereto (the "Payoff Letter");

WHEREAS, the Company has requested that the Lender release any and all right, title and interest it may have in the Registered Trademarks pursuant to the Security Agreement, and the Lender has agreed to do so; and

WHEREAS, the Lender has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Lender agrees, for the benefit of the Company, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and Security Agreement, as applicable (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Security Agreement).

SECTION 2. Release of Security Interest. The Lender hereby releases, relinquishes, terminates, cancels and discharges all of its security interest in, to and under the Registered Trademarks and hereby grants and conveys to the Company, without any representation, recourse or undertaking to the Lender, any and all of its right, title and interest (if any) that the Lender may have in the Registered Trademarks to the Company.

SECTION 3. Purpose. This Release has been executed and delivered by the Lender for the purpose of recording this Release with the USPTO and requesting the USPTO to note and record the existence of the release. This Release is subject to the conditions set forth in Payoff Letter.

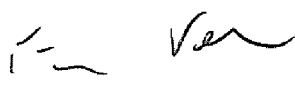
SECTION 4. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, without reference to conflicts of law provisions.

SECTION 5. Acknowledgement. The parties hereby acknowledge that the release of the Registered Trademarks was effective as of the date of the Payoff Letter defined herein and this Release is solely intended to update the public record found at the USPTO to recognize that the release occurred on the date thereof.

[Signature Page to Follow Follow.]

IN WITNESS WHEREOF, the Lender has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

EXOR, S.p.A.
as Lender

By: 
Name: ENRICO VELLONI
Title: CFO

SCHEDULE 1

U.S. Trademark Registrations

Security Interest at Reel/Frame No. 3962/0893

Mark Name	Appl. No./ Appl. Date	Reg. No./ Reg. Date
CUSHMAN & WAKEFIELD	78/969,845 09/08/2006	3,265,011 07/17/2007
CUSHMAN & WAKEFIELD and Globe Design	77/007,289 09/26/2006	3,273,409 08/07/2007
CUSHMAN & WAKEFIELD and Globe Design	75/620,358 01/12/1999	2,488,261 09/11/2001
Globe Design	75/793,443 09/07/1999	2,403,887 11/14/2000
SITESOLUTIONS	74/597,505 11/10/1994	2,144,863 03/17/1998
CUSHMAN & WAKEFIELD	73/138,135 08/19/1977	1,095,427 07/04/1978