

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM353709

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cushman & Wakefield, Inc.		09/01/2015	CORPORATION: NEW YORK
Cushman & Wakefield Realty, LLC		09/01/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch, as Collateral Agent		
Street Address:	677 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3301111	BUILDING SALES JOURNAL	
Registration Number:	3265011	CUSHMAN & WAKEFIELD	
Registration Number:	1095427	CUSHMAN & WAKEFIELD	
Registration Number:	3273409	CUSHMAN & WAKEFIELD	
Registration Number:	2488261	CUSHMAN & WAKEFIELD	
Registration Number:	4177725	CUSHMAN & WAKEFIELD SONNENBLICK GOLDMAN	
Registration Number:	4247049	CWMOBILE	
Registration Number:	2403887		
Registration Number:	3098259	MASSEY KNAKAL	
Registration Number:	3098263	MASSEY KNAKAL	
Registration Number:	2144863	SITESOLUTIONS	
Registration Number:	3455375	SSDS	
Registration Number:	3929036	THE FORUM OF EXCELLENCE AND INNOVATION F	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<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>			

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Phone: 800-927-9801 x 62348
Email: jean.paterson@cscglobal.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 772641-5

NAME OF SUBMITTER: Jean Paterson

SIGNATURE: /jep/

DATE SIGNED: 09/02/2015

Total Attachments: 6

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of September 1, 2015, by and among **CUSHMAN & WAKEFIELD, INC.** and **CUSHMAN & WAKEFIELD REALTY, LLC** (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 September 1, 2015, pursuant to which each Grantor is becoming 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.

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

CUSHMAN & WAKEFIELD, INC.

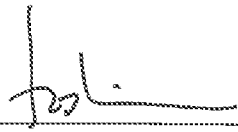


By: _____

Name: Joseph Stettinius, Jr.

Title: President and Chief Executive-Americas

CUSHMAN & WAKEFIELD REALTY, LLC

By:  _____

Name: Tod Lickerman

Title: President

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Agent

By: Denise Bushee
Name: Denise Bushee
Title: Associate Director

By: Craig Pearson
Name: Craig Pearson
Title: Associate Director

**SCHEDULE I
TO
FIRST 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)
Cushman & Wakefield Realty, LLC	BUILDING SALES JOURNAL	10/02/2007	3,301,111
Cushman & Wakefield, Inc.	CUSHMAN & WAKEFIELD	7/17/2007	3,265,011
Cushman & Wakefield, Inc.	CUSHMAN & WAKEFIELD	7/04/1978	1,095,427
Cushman & Wakefield, Inc.	CUSHMAN & WAKEFIELD & Globe Design	8/07/2007	3,273,409
Cushman & Wakefield, Inc.	CUSHMAN & WAKEFIELD & Globe Design	9/11/2001	2,488,261
Cushman & Wakefield, Inc.	CUSHMAN & WAKEFIELD SONNENBLICK GOLDMAN & Design	7/24/2012	4,177,725
Cushman & Wakefield, Inc.	CWMOBILE	11/20/2012	4,247,049
Cushman & Wakefield, Inc.	Globe Design	11/14/2000	2,403,887
Cushman & Wakefield Realty, LLC	MASSEY KNAKAL	5/30/2006	3,098,259
Cushman & Wakefield Realty, LLC	MASSEY KNAKAL & Design	5/30/2006	3,098,263
Cushman & Wakefield, Inc.	SITESOLUTIONS	3/17/1998	2,144,863
Cushman & Wakefield, Inc.	SSDS	6/24/2008	3,455,375
Cushman & Wakefield, Inc.	THE FORUM OF EXCELLENCE AND INNOVATION FOR LEADERS IN FINANCE	3/08/2011	3,929, 036