

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM353892

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cushman & Wakefield, Inc.		09/01/2015	CORPORATION: NEW YORK
Cushman & Wakefield Realty, LLC		09/01/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Collateral Agent		
<b>Street Address:</b>	555 California Street, 4th Floor		
<b>Internal Address:</b>	Mail Code: CA5-705-04-09		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94104		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3301111	BUILDING SALES JOURNAL	
<b>Registration Number:</b>	3265011	CUSHMAN & WAKEFIELD	
<b>Registration Number:</b>	1095427	CUSHMAN & WAKEFIELD	
<b>Registration Number:</b>	3273409	CUSHMAN & WAKEFIELD	
<b>Registration Number:</b>	2488261	CUSHMAN & WAKEFIELD	
<b>Registration Number:</b>	4177725	CUSHMAN & WAKEFIELD SONNENBLICK GOLDMAN	
<b>Registration Number:</b>	4247049	CWMOBILE	
<b>Registration Number:</b>	2403887		
<b>Registration Number:</b>	3098259	MASSEY KNAKAL	
<b>Registration Number:</b>	3098263	MASSEY KNAKAL	
<b>Registration Number:</b>	2144863	SITESOLUTIONS	
<b>Registration Number:</b>	3455375	SSDS	
<b>Registration Number:</b>	3929036	THE FORUM OF EXCELLENCE AND INNOVATION F	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3026365454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**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

<b>ATTORNEY DOCKET NUMBER:</b>	7733578-5
<b>NAME OF SUBMITTER:</b>	Jean Paterson
<b>SIGNATURE:</b>	/jep/
<b>DATE SIGNED:</b>	09/03/2015

**Total Attachments: 6**

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND 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 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 September 1, 2015, pursuant to which each Grantor is becoming 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, 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.**

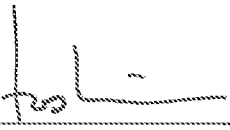


By: \_\_\_\_\_

Name: Joseph Stettinius, Jr.

Title: President and Chief Executive-Americas

CUSHMAN & WAKEFIELD REALTY, LLC

By:  \_\_\_\_\_

Name: Tod Lickerman

Title: President

Accepted and Agreed:

**BANK OF AMERICA, N.A.,**  
as Agent

By: Liliana Claar  
Name: Liliana Claar  
Title: Vice President

**SCHEDULE I  
TO  
SECOND 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>
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