

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367482

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Four Partners, LLC		10/05/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CBRE, Inc.		
Street Address:	400 S. Hope Street, 25th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3844419	UCR ASSET SERVICES	
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:	tgibb@mofo.com		
Correspondent Name:	Jennifer L. Taylor Morrison & Foerster		
Address Line 1:	425 Market Street		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	54541-6145.000		
NAME OF SUBMITTER:	Jennifer Lee Taylor		
SIGNATURE:	/JLT2/		
DATE SIGNED:	12/30/2015		
Total Attachments: 4			
source=Trademark Assignment UCR Asset Services#page1.tif			
source=Trademark Assignment UCR Asset Services#page2.tif			
source=Trademark Assignment UCR Asset Services#page3.tif			
source=Trademark Assignment UCR Asset Services#page4.tif			

CH \$40.00 3844419

TRADEMARK ASSIGNMENT AGREEMENT NO. 2

This Trademark Assignment Agreement No. 2 (the "Agreement") is made and delivered as of October 5, 2015, by and among Four Partners LLC, a Delaware limited liability company, ("Assignor") for the benefit of CBRE, Inc., a Delaware corporation ("Assignee"). All capitalized terms used herein but not otherwise defined shall have the meanings given them in the Purchase Agreement (as defined below).

WHEREAS, Assignors and Assignee are parties to that certain Asset and Stock Purchase Agreement (the "Purchase Agreement") dated as of January 15, 2015 (the "Closing Date"), pursuant to which Assignee has agreed to purchase from Assignors the Purchased Assets;

WHEREAS, Assignor has agreed to transfer, contribute and assign to Assignee all of Assignor's right, title and interest in and to the Assignor's brand name, service mark, trademark, trade dress, logo, slogan, trade name, corporate name, internet domain name, including, without limitation, those set forth on Exhibit A, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith and all registrations or application for registration or renewals of any of the foregoing (collectively, the "Marks"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign the Marks and all rights therein to Assignee.

NOW THEREFORE, in consideration of the covenants and obligations recited herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

AGREEMENT

1. Assignor irrevocably assigns to the Assignee, effective from the Closing Date: (i) all of Assignor's right, title, and interest in and to the Marks, together with the goodwill associated therewith; (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Marks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (iii) any and all income, royalties, and payments accruing on or after the Closing Date with respect to the Marks, for the Assignee's own use and enjoyment and for the use and enjoyment of the Assignee's successors, assigns, or other legal representatives.

2. Effective from the Closing Date, Assignor agrees not to use (and to terminate and discontinue all use of) the terms contained in the Marks and any terms similar thereto in any domain name, domain name registration, trademark, service mark, trade name, company name, legal name, fictitious business name, logo, and any other indicator of origin, with regard to itself and any business or entity at any time owned or controlled by Assignor.

3. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of Assignor's rights in the Marks.

4. All of the terms and provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

5. The terms of the Purchase Agreement, including but not limited to Assignor's representations, warranties, covenants, agreements and indemnities (subject to the limitations therein) relating to the Purchased Assets, including the Marks, are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities (subject to the limitations therein) contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

6. Assignor covenants and agrees to execute and deliver, at the request of the Assignee, such further instruments of transfer and assignment and to take such other action as Assignee may reasonably request to more effectively consummate the assignments contemplated by this Agreement.

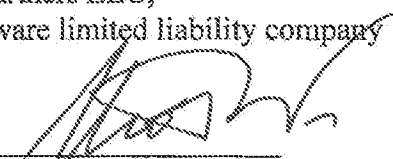
7. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in such State and without regard to conflicts of law doctrines.

[Signature Page Follows]

IN WITNESS WHEREOF, the party below has executed this Trademark Assignment Agreement as of the date first above written.

ASSIGNOR:

Four Partners LLC,
a Delaware limited liability company

By: 

Name: J. Scott Weaver

Title: Manager

[Signature Page to Trademark Assignment Agreement]

Exhibit A

MARKS

UCR ASSET SERVICES
Registration Number 3844419