

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371352

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
United Commercial Retail Services, Inc.		01/15/2015	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	CBRE, Inc.		
Street Address:	400 South Hope Street, 25th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3067625	UCR	
Registration Number:	4040842	UCR	
Registration Number:	3391514	PUTTING RETAIL IN ITS PLACE.	
Serial Number:	86325287	RETAIL REDEFINED.	
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@mofa.com		
Correspondent Name:	Jennifer L. Taylor Morrison & Foerster		
Address Line 1:	425 Market Street		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	54541-6000.000		
NAME OF SUBMITTER:	Jennifer Lee Taylor		
SIGNATURE:	/JLT2/		
DATE SIGNED:	02/01/2016		
Total Attachments: 10			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is made and delivered as of January 15, 2015, by and among United Commercial Retail Services, Inc., a Texas corporation, ("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 dated as of the date hereof (the "Purchase Agreement"), 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 hereby irrevocably assigns to the Assignee: (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 date of this Agreement 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. 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.

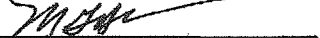
7. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in such State and without regard to conflicts of law doctrines.

[Signature Page Follows]

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

ASSIGNOR:

United Commercial Retail Services, Inc.,
a Texas corporation

By: 
Name: Michael G. Ashmore
Title: President

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 005720 FRAME: 0593

EXHIBIT A

MARKS

All Trademarks of the Assignor set forth on Schedule 3.10(a) of the Sellers' Disclosure Schedule.

Schedule 3.10(a)

Intangible Property

Schedule 3.10(b) is incorporated hereto by reference.

The domain name, www.bcl.com

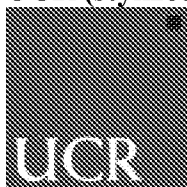
Our File No.: 1294-018T
Mark: **Putting retail in its place**
Class: 36
Basis of Application: In-Use
Serial No.: 77/223,307
Filing Date: July 6, 2007
Registration No.: 3,391,514
Registration Date: March 4, 2008
Identification of Goods: Real estate acquisition services; real estate brokerage; real estate consultation; real estate investment; leasing of real estate
First Use Date: May 19, 2007
Status: Certificate of Registration issued March 4, 2008; Section 8 & 15 Declaration filed February 28, 2014; Acceptance of 8 & 15 Declaration of Use issued March 20, 2014
Next Action/Comments: Section 8 & 9 renewal due between March 4, 2017 and March 4, 2018.

Our File No.: 1294-024T
Mark: **Retail Redefined.**
Classes: 36, 37
Basis of Application: In-Use
First Use Date: May 18, 2014 (both classes)
Serial No.: 86/325,287
Filing Date: July 1, 2014
Registration No.:
Registration Date:
Disclaimer: RETAIL disclaimed
Identification of Goods: **Cl. 36:** Leasing of real estate; real estate acquisition services; real estate disposition services, namely, the acquisition, assessment, preparation and listing of real estate inventory; real estate brokerage; real estate consultation; real estate investment services
Cl. 37: Real estate development
Status: In-Use application filed July 1, 2014; Examiner's Amendment issued October 17, 2014 adding disclaimer of "RETAIL" and modification of Cl. 36 description of services; Notice of Publication issued November 26, 2014

Next Action/Comments: Mark to publish in *Official Gazette* December 16, 2015; 30-day opposition period ends January 15, 2015.

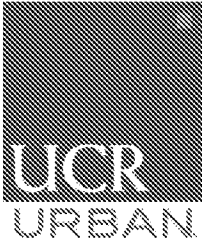
Our File No.: 1294-011T
Mark: **UCR**
Class: 36
Basis of Application: In-Use
Serial No.: 78/479,655
Filing Date: September 7, 2004
Registration No.: 3,067,625
Registration Date: March 14, 2006
Identification of Goods: Real estate agency services; real estate brokerage; real estate leasing; real estate investment; real estate acquisition; real estate consulting services.
First Use Date: April 26, 1988
Status: Certificate of Registration issued March 14, 2006; Section 8 & 15 Declaration of Use filed March 7, 2012; Acceptance of Section 8 & 15 Declaration of Use issued April 6, 2012
Next Action/Comments: Section 8 & 9 Renewal due between March 14, 2015 and March 14, 2016.

Our File No.: 1294-023T
Mark: **UCR (stylized design)**



Class: 36
Basis of Application: In-Use
Serial No.: 85/157,870
Filing Date: October 21, 2010
Registration No.: 4,040,842
Registration Date: October 18, 2011
Identification of Goods: Leasing of real estate; Real estate acquisition services; Real estate brokerage; Real estate consultation; Real estate investment services; Real estate management services
First Use Date: August 31, 2007
Status: Certificate of Registration issued October 18, 2011
Next Action/Comments: Section 8 & 15 Combined Declaration due between October 18, 2016 and October 18, 2017

Our File No.: 1294-019T
 Mark: **UCR URBAN (stylized design)** (colors: gray and red)



Class: 36
 Basis of Application: In-Use
 Serial No.: 77/223,433
 Filing Date: July 6, 2007
 Registration No.: 3,391,521
 Registration Date: March 4, 2008
 Identification of Goods: Real estate brokerage; leasing of real estate; real estate investment; real estate acquisition services; real estate consultation
 First Use Date: May 19, 2007
 Status: Certificate of Registration issued March 4, 2008' Section 8 & 15 Declaration filed February 28, 2014; Acceptance of Section 8 & 15 Declaration of Use issued March 20, 2014
 Next Action/Comments: Section 8 & 9 Renewal due between March 4, 2017 and March 4, 2018.

Our File No.: 1294-014T
 Mark: **UCR URBAN**
 Class: 36
 Basis of Application: In-Use
 Serial No.: 78/480,117
 Filing Date: September 8, 2004
 Registration No.: 3,070,339
 Registration Date: March 21, 2006
 Identification of Goods: Real estate agency services; real estate brokerage; real estate leasing; real estate investment; real estate acquisition; real estate consulting services.
 First Use Date: June 14, 2004
 Status: Certificate of Registration issued March 21, 2006; Section 8 & 15 Declaration of Use filed March 7, 2012; Acceptance of Section 8 & 15 Declaration of Use issued April 5, 2012
 Next Action/Comments: Section 8 & 9 Renewal due between March 21, 2015 and March 21, 2016.

Our File No.: 1294-012T
 Mark: **United Commercial Realty**
 Class: 36
 Basis of Application: In-Use
 Serial No.: 78/479,945

Filing Date: September 8, 2004
 Registration No.: 3,067,628
 Registration Date: March 14, 2006
 Identification of Goods: Real estate agency services; real estate brokerage; real estate leasing; real estate investment; real estate acquisition; real estate consulting services.
 First Use Date: April 26, 1988
 Status: Certificate of Registration issued March 14, 2006; Section 8 & 15 Declaration of Use filed March 7, 2012; Acceptance of Section 8 & 15 Declaration of Use issued April 5, 2012
 Next Action/Comments: Section 8 & 9 Renewal due between March 14, 2015 and March 14, 2016.

ABANDONED MARKS

Mark: **UCR CHAINLINKS RETAIL ADVISORS (stylized design)**



Docket No.: 1294-022T
 Class: 36
 Basis of Application: In-Use
 Serial No.: 85/157,842
 Filing Date: October 21, 2010
 Registration No.: N/A
 Registration Date: N/A
 Identification of Goods: Leasing of real estate; Real estate acquisition services; Real estate brokerage; Real estate consultation; Real estate investment services; Real estate management services
 First Use Date: August 31, 2007
 Status: In Use Trademark filed October 21, 2010; Office Action issued February 8, 2011; Notice of Abandonment issued September 9, 2011
 Next Action/Comments: Response to Office Action due by August 8, 2011 – not filing, to be abandoned per client’s instructions – Mark abandoned as of September 9, 2011

Mark: **UNITED COMMERCIAL REALTY URBAN**
 Docket No.: 1294-015T
 Class: 36
 Basis of Application: Intent-To-Use
 Serial No.: 78/480,128
 Filing Date: September 8, 2004

Notice of Allowance: March 14, 2006
Identification of Goods: Real estate agency services; real estate brokerage; real estate leasing; real estate investment; real estate acquisition; real estate consulting services.
Status: 3rd Extension of Time filed July 26, 2007; Notice of Approval of Extension Request received July 28, 2007. Letter to client 12/19/07 regarding SOU/4th EOT. Per client email of March 14, 2008, not using mark, let go abandoned
Comments: Abandoned as of May 21, 2008.

Mark: **UNITED RETAIL**
Docket No.: 1294-021T
Class: 36
Basis of Application: Intent-to-Use
Serial No.: 77/932,355
Filing Date: February 10, 2010
Registration No.: N/A
Registration Date: N/A
Identification of Goods: Leasing of real estate; Real estate acquisition services; Real estate brokerage; Real estate consultation; Real estate investment services; Real estate management services
Status: Intent-to-Use Application filed February 10, 2010; Office Action issued May 13, 2010; Response to Office Action filed November 9, 2010; Final Office Action issued December 8, 2010; Notice of Abandonment issued July 13, 2011
Next Action/Comments: Mark abandoned due to non-response to Office Action

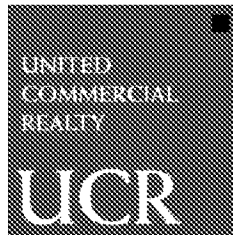
Mark: **UNITED RETAIL ADVISORS**
Docket No.: 1294-020T
Class: 36
Basis of Application: Intent-to-Use
Serial No.: 77/932,331
Filing Date: February 10, 2010
Registration No.: N/A
Registration Date: N/A
Identification of Goods: Leasing of real estate; Real estate acquisition services; Real estate brokerage; Real estate consultation; Real estate investment services; Real estate management services
Status: Intent-to-Use Application filed February 10, 2010; Office Action issued May 13, 2010; Response to Office Action filed November 9, 2010; Final Office Action issued December 8, 2010, Notice of Abandonment issued July 6, 2011
Next Action/Comments: Mark abandoned due to non-response to Office Action

Mark: **UCR URBAN & design** (colors: olive green, white and black)



Docket No.: 1294-013T
Class: 36
Basis of Application: In-Use
Serial No.: 78/480,085
Filing Date: September 8, 2004
Registration No.: 3,070,338
Registration Date: March 21, 2006
Identification of Goods: Real estate agency services; real estate brokerage; real estate leasing; real estate investment; real estate acquisition; real estate consulting services.
First Use Date: June 15, 2004
Status: Certificate of Registration issued March 21, 2006; Per client instructions March 9, 2012, not using mark, let go abandoned; Registration cancelled October 26, 2012

Mark: **UNITED COMMERCIAL REALTY UCR & Design**



Docket No.: 1294-016T
Class: 36
Basis of Application: In-Use
Serial No.: 78/480,185
Filing Date: September 8, 2004
Registration No.: 3,067,631
Registration Date: March 14, 2006
Identification of Goods: Real estate agency services; real estate brokerage; real estate leasing; real estate investment; real estate acquisition; real estate consulting services.
First Use Date: June 15, 2004
Status: Certificate of Registration issued March 14, 2006; Per client instructions March 9, 2012, not using mark, let go abandoned; registration cancelled October 19, 2012