

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM379230

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fameco Real Estate, L.P.		09/25/2013	Limited Partnership: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CBRE, Inc.		
<b>Street Address:</b>	400 South Hope Street, 25th Floor		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90071		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3114309	FAMECO	
<b>Registration Number:</b>	3148123	POWER OF RETAIL	
<b>Registration Number:</b>	3003996	FAMECO MANAGEMENT	
<b>Registration Number:</b>	3020004	FAMECO REAL ESTATE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>		
<b>Phone:</b>	415-268-6538		
<b>Email:</b>	tgibb@mofo.com		
<b>Correspondent Name:</b>	Jennifer L. Taylor   Morrison & Foerster		
<b>Address Line 1:</b>	425 Market Street		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		
<b>ATTORNEY DOCKET NUMBER:</b>	545416147000		
<b>NAME OF SUBMITTER:</b>	Jennifer Lee Taylor		
<b>SIGNATURE:</b>	/JLT2/		
<b>DATE SIGNED:</b>	04/04/2016		
<b>Total Attachments: 4</b>			
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## GENERAL ASSIGNMENT AND BILL OF SALE

This General Assignment and Bill of Sale (the "**Bill of Sale**") is made and entered into as of September 25, 2013 by Fameco Real Estate, L.P., a Pennsylvania limited partnership ("**Seller**") and CBRE, Inc., a Delaware corporation ("**Buyer**").

WHEREAS, Seller and Buyer, among others, are parties to that certain Asset Purchase Agreement dated as of September 25, 2013 (the "**Purchase Agreement**"), pursuant to which Buyer has agreed to purchase from Seller the Purchased Assets. Each capitalized term not otherwise defined herein shall have the meaning ascribed thereto in the Purchase Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

**1. Sale and Transfer of Purchased Assets and Contract Rights.** For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and as contemplated by Section 2.2(a) of the Purchase Agreement, Seller hereby sells, transfers, assigns, conveys, grants and delivers to Buyer and its successors and assigns, effective as of Effective Time all of Seller's right, title and interest in and to all of the Purchased Assets.

**2. Terms of the Purchase Agreement.** The terms of the Purchase Agreement, including but not limited to Seller's representations, warranties, covenants, agreements and indemnities (subject to the limitations therein) relating to the Purchased Assets, are incorporated herein by this reference. Seller 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.

IN WITNESS WHEREOF, Seller has executed this General Assignment and Bill of Sale as of the date first written above.

FAMECO REAL ESTATE, L.P.  
a Pennsylvania limited partnership

By:  .....

Its: President .....

ACCEPTED:

CBRE, INC.,  
a Delaware corporation

By: .....

Its: .....

*[Signature Page to General Assignment and Bill of Sale]*

**IN WITNESS WHEREOF**, Seller has executed this General Assignment and Bill of Sale as of the date first written above.

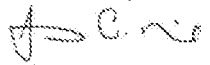
FAMECO REAL ESTATE, L.P.  
a Pennsylvania limited partnership

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

Its: President \_\_\_\_\_

ACCEPTED:

CBRE, INC.,  
a Delaware corporation

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

Its: President \_\_\_\_\_

[Signature Page to General Assignment and Bill of Sale]

**EXHIBIT A**

**TRADEMARKS**

**U.S. TRADEMARKS**

<b>App. Number</b>	<b>Reg. Number</b>	<b>Mark</b>
78/715,640		FAMECO R.E.
78/680,376	3,114,309	FAMECO
78/680,335	3,148,123	POWER OF RETAIL
78/408,111	3,003,996	FAMECO MANAGEMENT
78/408,062	3,020,004	FAMECO REAL ESTATE