

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487033

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cushman & Wakefield U.S., Inc.		08/21/2018	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	4 Chase Metrotech Center		
Internal Address:	MC: NY1-C413		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4571951	FURNKEY	
Registration Number:	4308779		
Registration Number:	4606876	ONE FAIRFAX	
Registration Number:	2987437	THE STATE OF REAL ESTATE	
Registration Number:	3946577	TYSONS METRO CENTER	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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>			
Phone:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	08/22/2018		

OP \$140.00 4571951

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

August 21, 2018

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of August 21, 2018 by and among Cushman & Wakefield U.S., Inc., a Missouri corporation ("Grantor") and JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent").

PRELIMINARY STATEMENTS

WHEREAS, Grantor is party to a Pledge and Security Agreement, dated as of August 21, 2018 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the "Security Agreement"), in favor of the Collateral Agent pursuant to which Grantor granted to the Secured Parties a security interest in and continuing lien on, certain intellectual property rights owned by the Grantor and pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties and to secure the prompt and complete payment and performance of all Secured Obligations, a security interest in all of its right, title and interest in, to and under the federal United States Trademark registrations and applications owned by Grantor listed on Schedule I attached hereto (other than any "intent-to-use" trademark applications filed in the USPTO pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act), the goodwill of the business symbolized by the foregoing and the proceeds of the foregoing; (collectively, the "Trademark Collateral").

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantor to the Collateral Agent in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the security interest in the Trademark Collateral granted pursuant to Section 2 herein in accordance with the terms of the Security Agreement, the Collateral Agent shall, subject to the terms of the Security Agreement, execute, acknowledge, and deliver to Grantor 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 in accordance with the terms of the 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.

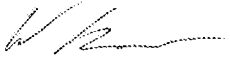
SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officers or representatives thereunto duly authorized as of the date first written above.

Cushman & Wakefield U.S., Inc.,

as Grantor

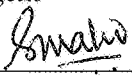
By:  _____

Name: William Knightly

Title: Treasurer

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 

Name: Sangeeta Mahadevan

Title: Executive Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006420 FRAME: 0241

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Application No.	Registration No.	Owner
FURNKEY	86146848	4571951	CUSHMAN & WAKEFIELD U.S., INC. (f/k/a Cassidy Turley Commercial Real Estate Services, Inc.)
MISC. DESIGN (GREEN SQUARE WITH ROUNDED CORNERS AND DIGAGONALLY WHITE BAR)	85690124	4308779	CUSHMAN & WAKEFIELD U.S., INC. (f/k/a Cassidy Turley Commercial Real Estate Services, Inc.)
ONE FAIRFAX	86009034	4606876	CUSHMAN & WAKEFIELD U.S., INC. (f/k/a Cassidy Turley Commercial Real Estate Services, Inc.)
THE STATE OF REAL ESTATE	78398765	2987437	CUSHMAN & WAKEFIELD U.S., INC.
TYSONS METRO CENTER	85168281	3946577	CUSHMAN & WAKEFIELD U.S., INC. (f/k/a Cassidy Turley Commercial Real Estate Services, Inc.)