

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM508037

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A., as Agent		01/31/2019	Bank: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Avison Young Commercial Real Estate (Ontario) Inc.		
<b>Street Address:</b>	18 York Street, Suite 400		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5J 2T8		
<b>Entity Type:</b>	Corporation: ONTARIO		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4681371	AVISON YOUNG	
<b>Registration Number:</b>	5085886	INTELLIGENT REAL ESTATE SOLUTIONS	
<b>Registration Number:</b>	5073278	AVISON YOUNG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>	202-370-4756		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Jay daSilva		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1042218 TM REL AY BOA		
<b>NAME OF SUBMITTER:</b>	William M. Schmidt		
<b>SIGNATURE:</b>	/William M. Schmidt/		
<b>DATE SIGNED:</b>	01/31/2019		
<b>Total Attachments: 3</b>			

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**RELEASE OF TRADEMARK SECURITY INTEREST**

January 31, 2019

WHEREAS, pursuant to that certain Canadian Security and Pledge Agreement dated as of January 6, 2017, by and among the Obligors from time to time party thereto and Bank of America, N.A., whose address is 135 S. LaSalle Street, Chicago, Illinois 60603 (the "Agent"), as agent for the holders of the Secured Obligations referenced therein (as the same may have been amended, modified, restated, or supplemented from time to time, the "Security Agreement") and that certain Notice of Grant of Security Interest in Trademarks dated as of January 6, 2017, between the Agent and Avison Young Commercial Real Estate (Ontario) Inc. (the "Grantor") (the "Trademark Security Agreement"), Grantor granted to Agent a continuing security interest in and a right to set off against the trademarks and trademark applications listed on Schedule I attached hereto (the "Trademark Collateral"). Terms mentioned herein but not defined herein are given the meanings set forth in the Security Agreement or Trademark Security Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Agent and Grantor, Agent does hereby unconditionally and expressly release, terminate and forever discharge and extinguish any and all of its right, title and interest in and to any and all liens and security interests it may have under all intellectual property collateral identified in the Security Agreement and the Trademark Security Agreement, including, without limitation, the Trademark Collateral and any and all goodwill associated therewith (collectively, the "Released Collateral"), arising from the Security Agreement and the Trademark Security Agreement. The Trademark Security Agreement was recorded (a) in the United States Patent and Trademark Office on or about January 9, 2017 with respect to the United States trademarks listed on Schedule 1 at Reel/Frame Numbers 5961/0399 and (b) in the Canadian Intellectual Property Office on or about January 26, 2017 with respect to the Canadian trademarks listed on Schedule 1 at file number 812827. The Agent hereby (i) releases, retransfers and reassigns to Grantor the security interest and all of the Agent's right, title and interest in, to and under the Released Collateral and (ii) terminates the Trademark Security Agreement. The Agent will take all such further actions, execute and deliver, at the request and cost of Grantor, such further instruments, documents and release forms as Grantor may reasonably request or are required to more effectively release, terminate, discharge, and extinguish any such liens and security interests upon such Released Collateral. The Agent represents and warrants that it has the full power and authority to execute this Release of Trademark Security Interest.

This Release of Trademark Security Interest shall be binding upon the Agent, its legal representatives, assigns and successors. The Agent hereby authorizes and requests the Commissioner of Patents and Trademarks and any other applicable government officer to record this Release of Trademark Security Interest.

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Executed as of the date first written above.

**AGENT:**

Bank of America, N.A., as Agent

By: Andrew J. Heinz  
Name: ANDREW J. HEINZ  
Title: SENIOR VICE PRESIDENT

**Schedule 1  
to the Release of Trademark Security Interest**

**Released Collateral**

<b>Country</b>	<b>Trademark</b>	<b>Status</b>	<b>Application No.</b>	<b>Registration No.</b>
United States	AVISON YOUNG	Registered	86/310386	4681371
United States	INTELLIGENT REAL ESTATE SOLUTIONS	Registered	86960340	5085886
United States	AVISON YOUNG DESIGN	Registered	86/960,336	5073278
Canada	AVISON YOUNG	Registered	812827	TMA502611
Canada	INTELLIGENT REAL ESTATE SOLUTIONS	Registered	1238290	TMA672262
Canada	AVISON YOUNG DESIGN	Registered	812826	TMA502607
Canada	AVISON DESIGN	Registered	812139	TMA502608