

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512637

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Suppl. No. 1 to Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cushman & Wakefield Solutions, LLC		03/04/2019	Limited Liability Company: KANSAS
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
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: 9			
Property Type	Number	Word Mark	
Registration Number:	5332655	QSI FACILITIES	
Registration Number:	3879158	E	
Registration Number:	3930579	EMCON	
Serial Number:	88169166	PECAN GROVE SOLUTIONS	
Serial Number:	88169197		
Serial Number:	88169222	PGSAQUATICS	
Serial Number:	75235195	COMPANION HABITATS, INC.	
Serial Number:	75235197		
Serial Number:	74580784	QUALITY SOLUTIONS, INC.	
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:	james.Murray@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		

OP \$240.00 5332655

Address Line 4:	Columbus, OHIO 43219
NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	03/04/2019
Total Attachments: 6 source=CW Refi Joinder - Trademark Security Agreement - Cushman & Wakefield Solutions, LLC (Executed)#page1.tif source=CW Refi Joinder - Trademark Security Agreement - Cushman & Wakefield Solutions, LLC (Executed)#page2.tif source=CW Refi Joinder - Trademark Security Agreement - Cushman & Wakefield Solutions, LLC (Executed)#page3.tif source=CW Refi Joinder - Trademark Security Agreement - Cushman & Wakefield Solutions, LLC (Executed)#page4.tif source=CW Refi Joinder - Trademark Security Agreement - Cushman & Wakefield Solutions, LLC (Executed)#page5.tif source=CW Refi Joinder - Trademark Security Agreement - Cushman & Wakefield Solutions, LLC (Executed)#page6.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Cushman & Wakefield Solutions, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other LLC
- Association
- Limited Partnership

Citizenship (see guidelines) USA-KS

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) March 4, 2019

- Assignment
- Security Agreement
- Other Suppl. No. 1 to Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A.

Street Address: 4 Chase Metrotech Center, MC: NY1-C413

City: Brooklyn

State: NY

Country: USA Zip: 11245-0001

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paraiegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: *Elaine Carrera*
Signature

March 4, 2019
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

SUPPLEMENT NO. 1

March 4, 2019

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of March 4, 2019 by and among Cushman & Wakefield Solutions, LLC (“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 supplemented by the Joinder Agreement dated March 4, 2019, executed by Grantor, the other Loan Parties thereto, and the Collateral Agent (as such Pledge and Security Agreement may be from time to time further 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.

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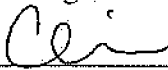
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officers or representatives thereunto duly authorized as of the date first written above.

Cushman & Wakefield Solutions, LLC,
as Grantor

By: 
Name: William Knightly
Title: Treasurer

Accepted and Agreed:

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

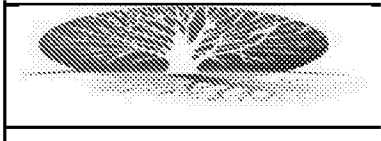
By: 
Name: **Chiara Carter**
Title: **Executive Director**

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006580 FRAME: 0433

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Application No.	Registration No.	Owner¹
QSI Facilities	87/070,469	5,332,655	Cushman & Wakefield Solutions, LLC
E (Stylized)	77/968,443	3,879,158	Cushman & Wakefield Solutions, LLC
EMCON	77/963,218	3,930,579	Cushman & Wakefield Solutions, LLC
PECAN GROVE SOLUTIONS	88/169,166	N/A	Cushman & Wakefield Solutions, LLC
	88/169,197	N/A	Cushman & Wakefield Solutions, LLC
PGSAQUATICS	88/169,222	N/A	Cushman & Wakefield Solutions, LLC
COMPANION HABITATS, INC.	75/235,195	2,240,141	Cushman & Wakefield Solutions, LLC
COMPANION HABITATS, INC. (Design)	75/235,197	2,158,498	Cushman & Wakefield Solutions, LLC
QUALITY SOLUTIONS, INC.	74/580,784	2,038,080	Cushman & Wakefield Solutions, LLC

¹ The grantor indicated, Cushman & Wakefield Solutions, LLC, was formerly Quality Solutions, Inc. Cushman & Wakefield Solutions, LLC is the legal owner of the listed trademarks; however a name change has not yet been filed with the U.S. Patent and Trademark Office.