

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM708392

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mainstream Software, Inc.		04/14/2017	Corporation:
RECEIVING PARTY DATA			
Name:	CBRE, Inc.		
Street Address:	2100 McKinney Avenue, Suite 1250		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2660674	CROSSFORM	
CORRESPONDENCE DATA			
Fax Number:	3125548015		
<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:	312-554-8000		
Email:	sxs@pattishall.com		
Correspondent Name:	Janet A. Marvel		
Address Line 1:	200 S. Wacker Drive, Ste. 2900		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	3636-890		
NAME OF SUBMITTER:	Janet Marvel		
SIGNATURE:	/Janet Marvel/		
DATE SIGNED:	02/15/2022		
Total Attachments: 4			
source=Mainstream Trademark Assignment#page1.tif			
source=Mainstream Trademark Assignment#page2.tif			
source=Mainstream Trademark Assignment#page3.tif			
source=Mainstream Trademark Assignment#page4.tif			

CH \$40.00 2660674

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is made and delivered as of April 14, 2017 by and among Mainstream Software, Inc., an Ohio 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, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignee has agreed to purchase from Assignor 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 names, service marks, trademarks, trade dress, logos, slogans, trade names, corporate names and internet domain names, 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");

WHEREAS, Assignor has agreed to transfer, contribute and assign to Assignee all of Assignor's right, title and interest in and to the Names, 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; and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign the Marks and Names 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 and Names, 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 or Names, 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 and Names, 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 Names and the terms contained in the Marks and any terms similar thereto, including 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 or any shareholder, director, officer or affiliate of 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 and Names.

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 relating to the Purchased Assets, including the Marks and Names, are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities 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, without further consideration, at the request of 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:

Mainstream Software, Inc.

By:  _____

Name: Peter D. Wallace

Title: President

EXHIBIT A

MARKS AND NAMES

Marks:

CrossForm

Names:

CrossForm

CrossForm Global

Mainstream

Mainstream Software