

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM755797

<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>
5043539 Ontario Inc.		01/01/2021	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	12182335 Canada Inc.		
<b>Street Address:</b>	18 York Street, Suite 400		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5J 2T8		
<b>Entity Type:</b>	Corporation: CANADA		
<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>	5073278	AVISON YOUNG	
<b>Registration Number:</b>	5085886	INTELLIGENT REAL ESTATE SOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	3125548000		
<b>Email:</b>	sxs@pattishall.com		
<b>Correspondent Name:</b>	Bradley L. Cohn		
<b>Address Line 1:</b>	200 S. Wacker Drive, Suite 2900		
<b>Address Line 2:</b>	Pattishall, McAuliffe, Newbury, Hilliard		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	2987-9		
<b>NAME OF SUBMITTER:</b>	Bradley L. Cohn		
<b>SIGNATURE:</b>	/bradleycohn/		
<b>DATE SIGNED:</b>	09/16/2022		
<b>Total Attachments: 5</b>			
source=5043539 Trademark Assignment#page1.tif			
source=5043539 Trademark Assignment#page2.tif			

CH \$90.00 4681371

source=5043539 Trademark Assignment#page3.tif

source=5043539 Trademark Assignment#page4.tif

source=5043539 Trademark Assignment#page5.tif

## ASSIGNMENT OF TRADE-MARK

THIS AGREEMENT is the Assignment of Trade-mark(s) between

5043539 Ontario Inc., a corporation existing under the laws of Ontario, whose address is 18 York Street, Suite 400, Toronto, Ontario M5J 2T8 (the "Assignor"),

- and -

12182335 Canada Inc., a corporation existing under the laws of Canada, whose address is 18 York Street, Suite 400, Toronto, Ontario M5J 2T8 (the "Assignee").

### 1. Assignment

WHEREAS the Assignor is the lawful owner of the trade-mark(s) identified in Schedule A to this Agreement (the "Trade-mark(s)");

AND WHEREAS, pursuant to an asset purchase agreement dated January 1, 2021 between the Assignor and the Assignee (the "Asset Purchase Agreement"), the Assignor has agreed to sell to the Assignee the Purchased Assets (as defined in the Asset Purchase Agreement), including its right, title and interest in the Trade-mark(s), all of which is more particularly described in the Asset Purchase Agreement;

NOW THEREFORE, in consideration of the closing of the sale transaction under the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby sells, assigns and transfers unto the Assignee all of the Assignor's right, title and interest throughout the world in and to the Trade-mark(s), including all registrations and applications therefor, and any and all elements of copyright which may exist therein, together with all associated goodwill, the same to be held by the Assignee as fully and entirely as the same could have been held and enjoyed by the Assignor if this assignment had not been made, this including the assignment of the right to take action and recover in respect of any infringement of the rights of the Assignor that took place prior to the date of this assignment and the right to oppose any application to register a trade-mark which may be confusingly similar to the Trade-mark(s).

### 2. Further Assurances

ASSIGNOR hereby warrants that, at the time of execution and delivery of this instrument, the Assignor is the lawful owner of the entire right, title and interest in and to the Trade-mark(s) and registrations of the Trade-mark(s), if any, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

ASSIGNOR further agrees, without any payment by the Assignee other than reasonable expenses incurred by the Assignor, to communicate to the Assignee, its representatives or agents, facts relating to the Trade-mark(s), including evidence for legal or administrative proceedings, whenever requested.

ASSIGNOR further agrees to testify in any legal or administrative proceedings, whenever requested, and to execute and deliver on request all lawful papers required to make any of the foregoing provisions effective.

ASSIGNOR further agrees, from time to time, to make, do, and execute, or cause to be made, done, or executed all such further acts, deeds, assurances, or things that may reasonably be required by the Assignee to effectively and completely carry out this assignment or for the purpose of registration or otherwise.

**3. Successors and Assigns**

THIS ASSIGNMENT shall enure to the benefit of the Assignee and its successors and assigns and shall be binding upon any of the Assignor's legal heirs, legal representatives, administrators, successors and assigns.

**4. Governing Law**

THIS ASSIGNMENT shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**5. Counterparts**

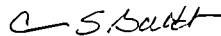
THIS ASSIGNMENT may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows]

**IN WITNESS WHEREOF** the parties have executed this Agreement at the City of Toronto in the Province of Ontario, on the date first mentioned above.

**5043539 ONTARIO INC.**

By:



\_\_\_\_\_  
Authorized Signatory

**12182335 CANADA INC.**

By:



\_\_\_\_\_  
Authorized Signatory

**Signature Page of Assignment of Trade-mark**

**SCHEDULE A**

<b>Country</b>	<b>Trademark</b>	<b>Status</b>	<b>Application No.</b>	<b>Registration No.</b>
Australia	AVISON YOUNG	Registered	1644326	1644326
China	AVISON YOUNG	Registered	15470077	15470077
European Union	AVISON YOUNG	Registered	013218144	013218144
Hong Kong	AVISON YOUNG	Registered	303120524	303120524
India	AVISON YOUNG	Registered	2800782	2800782
Japan	AVISON YOUNG	Registered	2014-074358	5737911
Korea, Republic of	AVISON YOUNG	Registered	40-2018-38369	40-1470046
Mexico	AVISON YOUNG	Registered	1666323	1647996
Mexico	AVISON YOUNG	Registered	1666319	1725614
Mexico	AVISON YOUNG	Registered	1666327	1643660
Norway	AVISON YOUNG	Registered	201704323	295078
Russian Federation	AVISON YOUNG	Registered	2019760274	763052
Singapore	AVISON YOUNG	Registered	T1414021A	T1414021A
Switzerland	AVISON YOUNG	Registered	54437/2017	709960
United Kingdom	AVISON YOUNG	Registered	013218144	UK009013218144
United States of America	AVISON YOUNG	Registered	86/310386	4681371
European Union	AVISON YOUNG Logo	Registered	015299431	015299431
Korea, Republic of	AVISON YOUNG Logo	Registered	40-2018-38371	40-1470047
Mexico	AVISON YOUNG Logo	Registered	1731775	1662808
Mexico	AVISON YOUNG Logo	Registered	1731774	1662017

Mexico	AVISON YOUNG Logo	Registered	1731773	1662807
Norway	AVISON YOUNG Logo	Registered	201704322	295077
Switzerland	AVISON YOUNG Logo	Registered	54438/2017	709971
United Kingdom	AVISON YOUNG Logo	Registered	015299431	UK009015299431
United States of America	AVISON YOUNG Logo	Registered	86/960336	5073278
Canada	AVISON YOUNG Logo (in Color)	Pending	1942036	
European Union	AVISON YOUNG Logo (in Color)	Registered	018012966	018012966
Korea, Republic of	AVISON YOUNG Logo (in Color)	Pending	4-2020-30997	
Mexico	AVISON YOUNG Logo (in Color)	Registered	2155805	1988310
Mexico	AVISON YOUNG Logo (in Color)	Registered	2155811	1988312
Mexico	AVISON YOUNG Logo (in Color)	Registered	2155813	1988313
Norway	AVISON YOUNG Logo (in Color)	Registered	201901120	304253
Russian Federation	AVISON YOUNG Logo (in Color)	Registered	2019760275	762858
Switzerland	AVISON YOUNG Logo (in Color)	Registered	00930/2019	732341
United Kingdom	AVISON YOUNG Logo (in Color)	Registered	018012966	UK009018012966
United States of America	INTELLIGENT REAL ESTATE SOLUTIONS	Registered	86/960340	5085886