

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM834520

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CUSHMAN & WAKEFIELD, INC.		08/24/2023	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, as Notes Collateral Agent		
Street Address:	99 Wood Avenue South, Suite 1000		
City:	Iselin		
State/Country:	NEW JERSEY		
Postal Code:	08830		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	5438658	C&W SERVICES	
Registration Number:	3265011	CUSHMAN & WAKEFIELD	
Registration Number:	1095427	CUSHMAN & WAKEFIELD	
Registration Number:	5205514	CUSHMAN & WAKEFIELD	
Registration Number:	5543630	CUSHMAN & WAKEFIELD IDEAS INTO ACTION	
Registration Number:	5134384	DTZ INVESTORS	
Registration Number:	5492925	EXPERIENCE PER SQUARE FOOT	
Registration Number:	5498847	HQIQ	
Registration Number:	2144863	SITESOLUTIONS	
Registration Number:	3455375	SSDS	
Registration Number:	5644255	IDEAS INTO ACTION	
Registration Number:	5613221	NEWCOMMERCE	
Registration Number:	6562285	THE EDGE	
Registration Number:	6562286	THE EDGE	
Registration Number:	6548115	TRIANA	
Registration Number:	6548116	TRIANA	
Registration Number:	6252233	PRISM SPECTRUM OF POSSIBILITIES	

OP \$440.00 5438658

CORRESPONDENCE DATA**Fax Number:** 8009144240*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.***Phone:** 800-713-0755**Email:** Michael.Violet@wolterskluwer.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:	Sophie Bolt
SIGNATURE:	/Sophie Bolt/
DATE SIGNED:	08/25/2023

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

AUGUST 24, 2023

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of August 24, 2023, by and among CUSHMAN & WAKEFIELD, INC. (“Grantor”) and WILMINGTON TRUST, NATIONAL ASSOCIATION, solely in its capacity as Notes Collateral Agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Notes Collateral Agent”).

PRELIMINARY STATEMENTS

WHEREAS, Grantor is party to a Pledge and Security Agreement, dated as of August 24, 2023 (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 Notes 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 Notes Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, Grantor hereby agrees with the Notes 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 Notes 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 Notes 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 Notes Collateral Agent in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Notes 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 Notes 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.

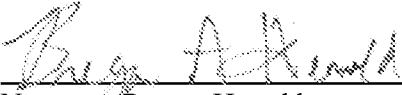
SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Wilmington Trust, National Association is entering into this Trademark Security Agreement solely in its capacity as Notes Collateral Agent under the Indenture and not in its individual capacity. In acting hereunder, the Notes Collateral Agent shall be entitled to all of the rights, privileges, indemnities and immunities set forth in the Indenture as if such rights, privileges, indemnities and immunities were set forth herein.

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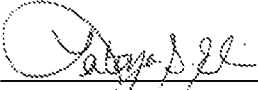
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CUSHMAN & WAKEFIELD, INC.

By: 
Name: Bregan Herrold
Title: Vice President and
Chief Financial Officer

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
solely in its capacity as Notes Collateral Agent


By: 
Name: Latoya S. Elvin
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Application No.	Registration No.	Owner
C&W SERVICES & DESIGN	86737678	5438658	Cushman & Wakefield, Inc.
CUSHMAN & WAKEFIELD	78969845	3265011	Cushman & Wakefield, Inc.
CUSHMAN & WAKEFIELD	73138135	1095427	Cushman & Wakefield, Inc.
CUSHMAN & WAKEFIELD & DESIGN	86737685	5205514	Cushman & Wakefield, Inc.
CUSHMAN & WAKEFIELD IDEAS INTO ACTION	87403014	5543630	Cushman & Wakefield, Inc.
DTZ INVESTORS & DESIGN	86762549	5134384	Cushman & Wakefield, Inc.
EXPERIENCE PER SQUARE FOOT	87185011	5492925	Cushman & Wakefield, Inc.
HQIQ	87362803	5498847	Cushman & Wakefield, Inc.
SITESOLUTIONS	74597505	2144863	Cushman & Wakefield, Inc.
SSDS	78755509	3455375	Cushman & Wakefield, Inc.
IDEAS INTO ACTION	87403010	5644255	Cushman & Wakefield, Inc.
NEWCOMMERCE	87617348	5613221	Cushman & Wakefield, Inc.
THE EDGE	90469806	6562285	Cushman & Wakefield, Inc.
THE EDGE	90469807	6562286	Cushman & Wakefield, Inc.
TRIANA	88316177	6548115	Cushman & Wakefield, Inc.

[Schedule I to Trademark Security Agreement]

Trademark	Application No.	Registration No.	Owner
TRIANA	88316185	6548116	Cushman & Wakefield, Inc.
	88519027	6252233	Cushman & Wakefield, Inc.

[Schedule I to Trademark Security Agreement]