## TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
360 Commercial Partners, Inc.		07/26/2012	CORPORATION: CALIFORNIA

### **RECEIVING PARTY DATA**

Name:	Jones Lang LaSalle Investments, LLC	
Street Address:	C/O Jones Lang LaSalle Americas, Inc.	
Internal Address:	200 E. Randolph Drive	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60601	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

### PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark	
Registration Number:	3986796	360 CRE	
Serial Number:	85008760	360 COMMERCIAL REAL ESTATE	
Registration Number:	3882509	360 COMMERCIAL PARTNERS	
Registration Number:	3882510	360 COMMERCIAL PARTNERS	
Serial Number:	85179107	360 CREATIVE LAB	

### **CORRESPONDENCE DATA**

**Fax Number**: 9177772656

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: (212) 735-2656

Email: Faith.Robinson@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: Attn: Elaine D. Ziff, Esq.
Address Line 2: Four Times Square

Address Line 4: New York, NEW YORK 10036

**TRADEMARK** 

REEL: 004845 FRAME: 0323

3886/86

UT 6440 00

900231434

ATTORNEY DOCKET NUMBER:	325910/37
NAME OF SUBMITTER:	Elaine D. Ziff
Signature:	/eziff/
Date:	08/20/2012
Total Attachments O	

#### Total Attachments: 9

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#### TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of July 26, 2012, is made by 360 COMMERCIAL PARTNERS, INC. ("Seller"), a California corporation, in favor of JONES LANG LASALLE INVESTMENTS, LLC ("Buyer"), a Delaware limited liability company, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement among Buyer, Seller and Owners of Seller named therein, dated as of July 26, 2012 (the "Asset Purchase Agreement"), or one of its affiliates.

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the U.S. Patent and Trademark Office:

### NOW THEREFORE, Seller agrees as follows:

- 1. <u>Assignment</u>. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer or one of its affiliates, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned Trademark"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark:
- (a) the trademark registration and trademark application set forth on Schedules 1 and 2 hereto and all issuances, extensions and renewals thereof;
- (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

- 2. <u>Recordation and Further Actions</u>. Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademark is properly assigned to Buyer, or any assignee or successor thereto.
- 3. <u>Terms of the Asset Purchase Agreement</u>. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademark are incorporated herein by reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
- 4. <u>Counterparts</u>. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.
- 5. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law</u>. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first above written.

> 360 COMMERCIAL PARTNERS, INC. as Seller

NameLouis J. Tomaselli Title: President

Address for Notices: 2211 Michelson Drive, Suite 450 Irvine, CA 92612

# AGREED TO AND ACCEPTED:

JONES LANG LASALLE INVESTMENTS, LLC, as Buyer

Name:

Title:

Address for Notices: Jones Lang LaSalle Americas, Inc. 200 E. Randolph Drive Chicago, IL 60601 Attn: General Counsel

Fax: (312) 228-2277

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first above written.

> 360 COMMERCIAL PARTNERS, INC., as Seller

By: \_\_\_\_\_

Name: Title:

Address for Notices: 2211 Michelson Drive, Suite 450 Irvine, CA 92612

## AGREED TO AND ACCEPTED:

JONES LANG LASALLE INVESTMENTS, LLC,

as Buyer

Name: William T. Krouck
Title: Vice President

Address for Notices:

Jones Lang LaSalle Americas, Inc.

200 E. Randolph Drive Chicago, IL 60601 Attn: General Counsel

Fax: (312) 228-2277

## **SCHEDULE 1**

## ASSIGNED TRADEMARK REGISTRATION AND APPLICATION

#### 1. 360 CRE

SER. NO. 85-008,775, FILED ON APRIL, 7, 2010

REG. NO. 3,986,796 REGISTERED ON JUNE 28, P2011

FOR REAL ESTATE SERVICES, IN CLASS 35

## 2. 360 COMMERCIAL REAL ESTATE (WORD MARK)

SER. NO. 85-008,760, FILED ON APRIL 7, 2010

**REG. NO.: PENDING** 

FOR REAL ESTATE SERVICES, IN CLASS 35

## 3. 360 COMMERCIAL PARTNERS (DESIGN)

SER.NO. 77-950,509 FILED ON MARCH 4, 2010.

REG. NO. 3,882,509 REGISTERED ON NOVEMBER 30, 2010.

FOR REAL ESTATE SERVICES, IN CLASS 35.

## 4. 360 COMMERCIAL PARTNERS (WORD MARK)

SER. NO. 77-950,501, FILED ON MARCH 4, 2010

REG. NO. 3,882,510 REGISTERED ON NOVEMBER 30, 2010

FOR REAL ESTATE SERVICES IN CLASS 35

#### 5. 360 CREATIVE LAB

SER. NO. 85-179,107 FILED ON NOVEMBER 17, 2010

REG. NO.: PENDING

FOR REAL ESTATE SERVICES, IN CLASS 36

# SCHEDULE 2

**DOMAIN LIST** 

SEE ATTACHED LIST

TRADEMARK REEL: 004845 FRAME: 0331

6

# Printable Domain List

Print

		Print	
Domain Name	Expires	Status	
1311CALLEBATIDO.COM	11/7/2012	Active - Locked	
17000REDHILL.COM	6/3/2013	Active - Locked	
2050MAINIRVINE.COM	11/7/2012	Active - Locked	
360BESTBUYS.COM	6/7/2014	Active - Locked	
360COMMERCIAL.INFO	4/5/2014	Active - Locked	
360COMMERCIAL.NET	4/5/2014	Active - Locked	
360COMMERCIAL.ORG	4/5/2014	Active - Locked	
360COMMERCIALRE INFO	4/5/2014	Active - Locked	
360COMMERCIALRENET	4/5/2014	Active - Locked	
360COMMERCIALREORG	4/5/2014	Active - Locked	
360COMMERCIALREALESTATE.INFO	4/5/2014	Active - Locked	
360COMMERCIALREALESTATENET	4/5/2014	Active - Locked	
360COMMERCIALREALESTATE.ORG	4/5/2014	Active - Locked	
360COMREINFO	4/5/2014	Active - Locked	
360COMRENET	4/5/2014	Active - Locked	
360COMREORG	4/5/2014	Active - Lacked	
360CPGREEN.COM	10/31/2012	Active - Locked	
360CREINFO	4/5/2014	Active - Locked	
360CRENET	4/5/2014	Active - Locked	
360CREORG	4/5/2014	Active - Locked	
360CREATIVELAB.COM	9/30/2013	Active - Locked	
360CREBESTBUYS.COM	10/22/2012	Active - Locked	
360OFFICEREPORT.COM	10/18/2012	Active - Locked	
360OFFICESKYLINE.COM	10/18/2012	Active - Locked	
3MACARTHUR.COM	9/22/2012	Active - Locked	
ANAHEMINDUSTRIAL PROPERTY. COM	8/26/2012	Active - Locked	
BAYFRONTNEWPORT.COM	6/7/2014	Active - Locked	
BESTBUY SCRE COM	6/7/2014	Active - Locked	
CARMENITACORPORATEPLAZA.COM	3/3/2013	Active - Lacked	
COMMERCIALBESTBUYS.COM	6/7/2014	Active - Locked	
COMMERCIALPARTNERS.INFO	4/6/2014	Active - Locked	
COMMERCIALPARTNERS.ORG	4/6/2014	Active - Locked	
CORONA GATEWAY.COM	4/22/2014	Active - Unlocked	
CREBESTBUYS.COM	6/7/2014	Active - Locked	
IRV INESPECTRUMOFFICES.COM	8/26/2012	Active - Locked	
IRV INESPECTRUMREALESTATE.COM	8/26/2012	Active - Locked	
KOLLCENTERNEWPORT.COM	8/22/2013	Active - Locked	
LAKESHORETOWERSIRVINE.COM	8/8/2012	Active - Locked	

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6/11/12 Printable Domain List

[ ]	NEWPORTBUSINESSPLAZA.COM	4/25/2013	Active - Locked	
	NEWPORTCENTEROFFICES.COM	8/26/2012	Active - Locked	
	NEWPORTCENTERREALESTATE.COM	8/26/2012	Active - Locked	
	NEWPORTHANGARS.COM	3/23/2014	Active - Locked	
	SANDPOINTELEASING.COM	11/30/2012	Active - Locked	
	SANDPOINTEOC.COM	11/30/2012	Active - Locked	
	SANDPOINTEOFFICE.COM	11/30/2012	Active - Locked	
	THEBAY FRONTNB.COM	6/7/2014	Active - Locked	
	THEBAYFRONTNEWPORT.COM	6/7/2014	Active - Locked	1
	THEBAYFRONTNEWPORTBEACH.COM	6/7/2014	Active - Locked	
	THEHANGARSATNEWPORT.COM	3/23/2014	Active - Locked	
	THE-IANGARSNE.COM	3/23/2014	Active - Locked	
	THE-IANGARSNEWPORT.COM	3/23/2014	Active - Locked	

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**RECORDED: 08/20/2012**