TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM375176

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CRE Partners, LLC		11/16/2015	LIMITED LIABILITY COMPANY: VIRGINIA

RECEIVING PARTY DATA

Name:	Jones Lang LaSalle Americas, Inc.	
Street Address:	200 E. Randolph Drive	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60601	
Entity Type:	CORPORATION: MARYLAND	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4079687	COR ADVISORS
Registration Number:	4300935	ROADMAP TO ENERGY EFFICIENT BUILDINGS
Registration Number:	4489734	BUILDING ENERGY SUMMIT

CORRESPONDENCE DATA

Fax Number: 2127352000

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.

212-735-2811 Phone:

Email: mribando@skadden.com

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

Address Line 1: Four Times Square

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	325910/99
NAME OF SUBMITTER:	Bruce Goldner
SIGNATURE:	/Bruce Goldner/
DATE SIGNED:	03/01/2016

Total Attachments: 5

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> **TRADEMARK** REEL: 005743 FRAME: 0760

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of November & 2015, is made by CRE PARTNERS, LLC ("Seller"), a Virginia limited liability company, in favor of JONES LANG LASALLE AMERICAS, INC. ("Buyer"), a Maryland corporation, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement among Buyer, Seller and Owner of Seller named therein, dated as of November &, 2015 (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;

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 trademarks set forth on <u>Schedule 1</u> 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>Excluded Trademark</u>. For the avoidance of doubt, the Assigned Trademark does not include the Mark in Dispute.

- 3. <u>Further Actions</u>. 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.
- 4. Terms of the Asset Purchase Agreement. 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. Any capitalized term used, but not defined, herein shall have the meaning given to it in the Asset Purchase Agreement.
- 5. <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.
- 6. <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.
- 7. Governing Law. 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.

CRE PARTNERS, LLC

as Seller

3y: <u>Alex Ver Pople (</u> Name: Darlana Pope F

Title: Owner

Address for Notices: 4724/ Ox Bow C/r

with a copy to: Potomac Falls, VA 20165

AGREED TO AND ACCEPTED:

2X.

JONES LANG LASALLE AMERICAS, INC.,

as Buyer

By:

Name:

Title:

Address for Notices:

Jones Lang LaSaile Americas, Inc.

200 E. Randolph Drive

Chicago, IL 60601

Attn: General Counsel Fax: (312) 228-2277

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

CRE	PARTNERS,	LLC
as Sel	ler	

By:______ Name: Title:

Address for Notices:

with a copy to:

AGREED TO AND ACCEPTED:

JONES LANG LASALLE AMERICAS, INC., as Buyer

Name: Dan Probst

By: 箕

Title: Executive 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 TRADEMARKS

CoR Advisors

SER. NO. 85-313,473, FILED 5-5-2011

REG. NO. 4,079,687, Registered Jan. 3, 2012

FOR: Consulting services in the field of energy usage management and energy efficiency, in Class 35 (U.S. CLS. 100,101 and 102).

Roadmap to Energy Efficient Buildings

SER. NO. 85-676,040, FILED 7-13-2012

REG. NO. 4,300,935, Registered Mar. 12, 2013

FOR: Education services, namely, providing live and on-line conferences in the field of energy efficiency for buildings; education services, namely, providing non-downloadable webinars in the field of energy efficient buildings, in Class 41 (U.S. CLS. 100, 101 and 107).

Building Energy Summit

RECORDED: 03/01/2016

SER. NO. 85-820,234, FILED 1-10-2013

REG. NO. 4,489,734, Registered February 25, 2014

FOR; Educational services, namely conducting live and online conferences in the field of energy efficiency for buildings, in Class 41 (U.S. CLS. 100, 101 and 107).