## 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
Grubb & Ellis Company		04/13/2012	CORPORATION:

#### **RECEIVING PARTY DATA**

Name:	G&E Acquisition Company, LLC			
Street Address:	499 Park Avenue			
City:	New York			
State/Country:	NEW YORK			
Postal Code:	10022			
Entity Type: LIMITED LIABILITY COMPANY: DELAWARE				

#### PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3704672	FROM INSIGHT TO RESULTS
Registration Number:	3704673	GRUBB & ELLIS FROM INSIGHT TO RESULTS
Registration Number:	3704674	
Registration Number:	3944671	LANDAUER
Registration Number:	2174290	GRUBB & ELLIS
Registration Number:	2185316	
Registration Number:	2237162	GRUBB & ELLIS PROPERTY SOLUTIONS WORLDWIDE
Registration Number:	2185311	
Registration Number:	1455712	LANDAUER

#### **CORRESPONDENCE DATA**

900222105

Fax Number: 2123087537

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

via US Mail.

Email: mbrinton@cantor.com

Correspondent Name: Michael Brinton

Address Line 1: 499 Park Avenue Address Line 4: New York, NEW YORK 10022			
ATTORNEY DOCKET NUMBER:	GRUBB & ELLIS ASSIGNMENTS		
NAME OF SUBMITTER: Michael Brinton			
Signature:	/mb/		
Date:	05/03/2012		
Total Attachments: 5 source=GE - BGC_U.S. Trademark Assignment (04-13-12) EXECUTED#page1.tif source=GE - BGC_U.S. Trademark Assignment (04-13-12) EXECUTED#page2.tif source=GE - BGC_U.S. Trademark Assignment (04-13-12) EXECUTED#page3.tif source=GE - BGC_U.S. Trademark Assignment (04-13-12) EXECUTED#page4.tif source=GE - BGC_U.S. Trademark Assignment (04-13-12) EXECUTED#page5.tif			

Exhibit B-1 (US)

NOTICE OF TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), dated as of April 13, 2012 (the

"Effective Date"), is made by and between Grubb & Ellis Company, a corporation organized and

existing under the laws of Delaware located at 1551 N. Tustin Avenue, Suite 200, Santa Ana,

California 92705, United States of America ("Assignor"), and G&E Acquisition Company, LLC,

a limited liability company organized and existing under the laws of Delaware located at 499

Park Avenue, New York, New York 10022, United States of America ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service

marks and trade names, and the identified applications and/or registrations therefore, set forth on

Schedule "A" attached hereto and incorporated herein by reference (the "Trademarks");

WHEREAS, Assignor and the subsidiaries of Assignor that are signatories thereto

(collectively, "Sellers") and BGC Partners, Inc., a Delaware corporation ("BGC"), which is an

Affiliate of Assignee, are parties to that certain Second Amended and Restated Purchase

Agreement, dated as of April 13, 2012 (as may be supplemented or amended, the "Purchase

Agreement"), pursuant to which Sellers agreed to transfer, sell and convey to BGC and/or its

Affiliates or assignees certain assets of Sellers, including the Marks and the goodwill of the

business symbolized thereby;

WHEREAS, Assignor and Assignee, are parties to that certain Trademark Assignment

Agreement, dated as of the date hereof, pursuant to which Assignor agreed to transfer, sell and

convey, and transferred, sold and conveyed to Assignee the Trademarks and the goodwill of the

business symbolized thereby;

WHEREAS, effective as the Closing Date (as such term is defined in the Purchase

Agreement as are other capitalized terms used but not defined in this Assignment), Assignor

wishes to confirm the assignment of and hereby assigns the Trademarks to Assignee, and

Assignee is desirous of confirming the acquisition of and acquiring the Trademarks from

Assignor, together with the goodwill of the business symbolized thereby;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby

acknowledged, Assignor confirms the assignment of and hereby assigns to Assignee all right,

title and interest in and to the Trademarks, together with the goodwill of the business symbolized

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by the Trademarks, and with all claims arising out of or relating to the use or ownership of the

Trademarks, including, without limitation, all claims for damages or payments by reason of

infringement or unauthorized use of the Trademarks, along with the right to sue for past

infringements and collect same for Assignee's sole use and enjoyment.

Assignor hereby authorizes the Director of the United States Patent & Trademark Office,

and the empowered official of any U.S. State, or any other applicable authority whose duty it is

to record trademark registrations, applications and title thereto, to, on or after the Effective Date,

record the Trademarks and title thereto as the property of Assignee, its successors, assigns or

legal representatives in accordance with the terms of this instrument.

This Assignment shall be governed, including as to validity, interpretation and effect, by,

and construed in accordance with, the Laws of the State of New York applicable to agreements

made and fully performed within the State of New York and the applicable provisions of the

Bankruptcy Code. Any dispute arising out of or relating to this Agreement shall be resolved in

accordance with the Purchase Agreement.

This Assignment may be executed in two (2) or more counterparts, each of which shall be

deemed an original, but all of which together shall constitute one and the same instrument and be

valid and binding upon Assignee and Assignor. This Agreement will be binding on the

successors of Assignor and extend to the successors, assigns and nominees of Assignee

[Signatures on the Following Page]

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By:

Name: Matthew Engel

Title: Executive Vice President. Finance

Date of Signature: April 13, 2012

STATE OF California

COUNTY OF Ovary

SSS.;

> See attached CA-Notany Notary Public

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CIVIL CODE § 1189

State of California	<b>3889</b>				
County of Drange					
On Apr. 13, 2012 before me, _	S. Malean  Here Insert Name and Title of the Officer  Fige  Name(e) of Signatus				
personally appeared Matthew	s Erael				
	Q Name(a) of Signer(s)				
S. MCLEAN					
Commission # 1808935 & Notary Public - California	who proved to me on the basis of satisfactor evidence to be the person(s) whose name(s) is/ar				
Orange County  My Comm. Expires Aug 9, 2012	subscribed to the within instrument and acknowledge				
	to me that he/she/they executed the same in his/her/their authorized capacity(les), and that b				
S. MOLEAN	his/her/their signature(s) on the instrument th				
Gommission # 1808936 K Notary Public - Galifornia S Orange County	person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.				
My Comm. Expires Aug 9, 2012	I certify under PENALTY OF PERJURY under the				
	laws of the State of California that the foregoin				
	paragraph is true and correct.				
	WITNESS my hand and official seal.				
	4 N - 1				
	Signature:				
Place Notary Seel Above	A CONTROL OF SECURIOR OF SECURIOR SECUR				
Though the information below is not require	d by law, It may prove valuable to persons relying on the document roval and reattachment of this form to another document.				
Description of Attached Document					
Title or Type of Document: ASS 1971	nent of Trademark				
Document Date: 4/18/12	Number of Pages;				
Signer(s) Other Than Named Above:					
Capacity(ies) Claimed by Signer(s)					
Signaria Nama	Signer's Name:				
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s);				
☐ Individual	UN III ☐ Individual				
☐ Partner — ☐ Limited ☐ General   Top of the	umb here Partner — Dilmited DiGeneral Top of thumb here				
☐ Attorney in Fact	☐ Attorney in Fact				
☐ Trustee	☐ Trustee				
☐ Guardian or Conservator	☐ Guardian or Conservator				
Other:	☐ Other:				
Signer is Representing:	Signer Is Representing:				
□ Corporate Officer — Title(s):       □ Corporate Officer — Title(s):         □ Individual       □ Partner — □ Limited □ General       □ Partner — □ Limited □ General         □ Attorney in Fact       □ Attorney in Fact       □ Trustee         □ Guardian or Conservator       □ Guardian or Conservator       □ Other:         □ Signer is Representing:       □ Signer Is Representing:					

## Exhibit B-1 (US)

# **SCHEDULE A**

TRADEMARKS	SERIAL NO. / REGISTRATION NO.
FROM INSIGHT TO RESULTS	3704672
GRUBB & ELLIS FROM INSIGHT TO	3704673
RESULTS	
Design Only	3704674
LANDAUER	3944671
GRUBB & ELLIS	2174290
Design Only	2185316
GRUBB & ELLIS PROPERTY SOLUTIONS	2237162
WORLDWIDE	
Design Only	2185311
LANDAUER	1455712

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**RECORDED: 05/03/2012**