# OP \$140.00 6562286

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM729926

NATURE OF CONVEYANCE: Suppl. No. 3 to Security Agreement

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cushman & Wakefield, Inc.		05/24/2022	Corporation: NEW YORK

# **RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A.		
Street Address:	4 Chase Metrotech Center		
Internal Address:	MC: NY1-C413		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	Association: UNITED STATES		

### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	6562286	THE EDGE
Registration Number:	6562285	THE EDGE
Registration Number:	6548116	TRIANA
Registration Number:	6548115	TRIANA
Registration Number:	6252233	PRISM SPECTRUM OF POSSIBILITIES

# 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, ECarrera@cahill.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:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	05/24/2022

# Total Attachments: 6 source=15. CWK - Trademark - Security Agreement#page1.tif source=15. CWK - Trademark - Security Agreement#page2.tif source=15. CWK - Trademark - Security Agreement#page3.tif source=15. CWK - Trademark - Security Agreement#page4.tif source=15. CWK - Trademark - Security Agreement#page5.tif source=15. CWK - Trademark - Security Agreement#page6.tif

### TRADEMARK SECURITY AGREEMENT SUPPLEMENT NO. 3

This TRADEMARK SECURITY AGREEMENT SUPPLEMENT NO. 3 (this "<u>Trademark Security Agreement</u>") is entered into as of May 24, 2022 by and among Cushman & Wakefield, Inc., a New York corporation ("<u>Grantor</u>") and JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent").

### PRELIMINARY STATEMENTS

WHEREAS, Grantor is party to a Pledge and Security Agreement, dated as of August 21, 2018 (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 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 Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. <u>Defined Terms</u>. 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 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 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 Collateral Agent in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the 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. <u>Termination</u>. 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 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. <u>Counterparts</u>. 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. <u>GOVERNING LAW</u>. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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.,** 

as Grantor

By: KALANI REELITZ

(Navani Reelitz (Nav 23, 2022 13:05 CO1)

Name: Kalani Reelitz

Title: Vice President and Chief Financial Officer

**REEL: 007731 FRAME: 0635** 

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,

as Collateral Agent

RECORDED: 05/24/2022

By: \_\_\_\_

Name: Cody A. Canafax Title: Vice President

[Signature Page to Trademark Security Agreement]