



**Registration of a Charge**

Company name: **GVA GRIMLEY LIMITED**

Company number: **06382509**



X7Z72NTK

Received for Electronic Filing: **13/02/2019**

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**Details of Charge**

Date of creation: **31/01/2019**

Charge code: **0638 2509 0010**

Persons entitled: **CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH**

Brief description: **INTELLECTUAL PROPERTY SEE SECTION 2.1 OF THE INSTRUMENT WHICH CREATES SECURITY BY THE GRANTOR (AS DEFINED THEREIN) PLEDGING, ASSIGNING, TRANSFERRING AND GRANTING ALL TRADEMARK COLLATERAL (AS DEFINED THEREIN) WORLDWIDE, INCLUDING: MARK APPLICATION NO. FILING DATE REGISTRATION DATE REGISTRATION DATE AVISON YOUNG 86/310386 JUNE 16, 2014 4681371 FEBRUARY 3, 2015 INTELLIGENT REAL ESTATE SOLUTIONS 86960340 MARCH 31, 2016 5,085,886 NOVEMBER 22, 2016 AVISON YOUNG 86/960,336 MARCH 31, 2016 5073278 NOVEMBER 1, 2016 GVA WORLDWIDE LOGO 86088138 OCTOBER 10, 2013 5241750 JULY 11, 2017**

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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## Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **NORTON ROSE FULBRIGHT LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 6382509

Charge code: 0638 2509 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st January 2019 and created by GVA GRIMLEY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th February 2019 .

Given at Companies House, Cardiff on 14th February 2019

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

I certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

EXECUTION VERSION

Sign & Dated ..... **TRADEMARK SECURITY AGREEMENT**

12 February 2019 This **TRADEMARK SECURITY AGREEMENT**, dated as of January 31, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "**Grantors**") in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "**Collateral Agent**").

**WHEREAS**, the Grantors are party to a Term Loan Guarantee and Collateral Agreement dated as of January 31, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**") between Avison Young (Canada) Inc., Avison Young (USA) Inc., each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

## **SECTION 1. DEFINED TERMS**

Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement.

## **SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

**SECTION 2.1 Grant of Security.** Each Grantor hereby pledges, assigns, transfers and grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**") as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, designs and other source or business identifiers, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, union of countries, or any political subdivision of any of the foregoing, or otherwise, and all common-law rights related thereto, including any of the foregoing listed in Schedule A, (ii) the right to, and to obtain, all renewals thereof, (iii) the goodwill of the business connected with the use of and symbolized by the foregoing, (iv)

general intangibles of a like nature, (v) the right to sue or otherwise recover for past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to goodwill, and all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit, and (vi) all other rights accruing thereunder or pertaining thereto throughout the world (collectively, "Trademarks"); and

(b) all agreements, licenses and covenants providing for the granting of any right in or to any Trademark, or otherwise providing for a covenant not to sue for infringement, dilution or other violation of any Trademark (collectively, "Trademark Agreements").

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(e) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

### **SECTION 3. GUARANTEE AND COLLATERAL AGREEMENT**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Guarantee and Collateral Agreement, and the Grantors hereby acknowledge and affirm 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 Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

### **SECTION 4. GOVERNING LAW**

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION.

### **SECTION 5. COUNTERPARTS**

This Agreement may be executed in 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 signature page to this Agreement by electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of page intentionally left blank]

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

**AVISON YOUNG COMMERCIAL  
REAL ESTATE (ONTARIO) INC., as  
Grantor**

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

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Title: Chief Financial Officer

**GVA GRIMLEY LIMITED  
(COMPANY NUMBER 6382509), as  
Grantor**

\_\_\_\_\_  
Name:

Title:

CREDIT SUISSE AG, CAYMAN  
ISLANDS BRANCH, as Collateral Agent

By: \_\_\_\_\_  
Name: William O'Daly  
Title: Authorized Signatory

By: \_\_\_\_\_  
Name: Joan Park  
Title: Authorized Signatory

*[Signature Page to Trademark Security Agreement]*

**SCHEDULE A**

**to**

**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Mark	Application No.	Filing Date	Registration No.	Registration Date
Avison Young	86/310386	June 16, 2014	4681371	February 3, 2015
Intelligent Real Estate Solutions	86960340	March 31, 2016	5,085,886	November 22, 2016
Avison Young	86/960,336	March 31, 2016	5073278	November 1, 2016
GVA WORLDWIDE logo	86088138	October 10, 2013	5241750	July 11, 2017

Schedule A to U.S. Trademark Security Exhibit