

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496391

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|--|--|--|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| GREYSTAR Real Estate Partners, LLC | | 10/31/2018 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Greystar Worldwide, LLC | | |
| Street Address: | 18 Broad Street, Suite 300 | | |
| City: | Charleston | | |
| State/Country: | SOUTH CAROLINA | | |
| Postal Code: | 29401 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 15 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4563981 | AVANA | |
| Registration Number: | 4563984 | GREYSTAR | |
| Registration Number: | 4978588 | OVERTURE | |
| Registration Number: | 4563986 | REDEFINING EXCELLENCE IN APARTMENT LIVIN | |
| Serial Number: | 87869289 | #BEGREYSTAR | |
| Serial Number: | 87461805 | BEYOND EXPECTATIONS BE GREYSTAR | |
| Serial Number: | 87169981 | BEYOND EXPECTATIONS BE GREYSTAR | |
| Serial Number: | 87461804 | GREYSTAR | |
| Serial Number: | 87461802 | ONYX COLLECTION | |
| Serial Number: | 87330132 | ONYX COLLECTION | |
| Serial Number: | 87461806 | ONYX COLLECTION BY GREYSTAR | |
| Serial Number: | 87330173 | ONYX COLLECTION BY GREYSTAR | |
| Serial Number: | 87617611 | OVERTURE | |
| Serial Number: | 87461808 | OVERTURE | |
| Registration Number: | 4563988 | AVANA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i> | | | |

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TRADEMARK

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: tmdocketing@wbd-us.com
Correspondent Name: Laura A. Kees
Address Line 1: 271 17th Street NW, Suite 2400, Suite 24
Address Line 4: Atlanta, GEORGIA 30363

| | |
|---------------------------|------------|
| NAME OF SUBMITTER: | Laura Kees |
|---------------------------|------------|

| | |
|-------------------|--------------|
| SIGNATURE: | /Laura Kees/ |
|-------------------|--------------|

| | |
|---------------------|------------|
| DATE SIGNED: | 11/01/2018 |
|---------------------|------------|

Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS

October #

This ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of September 31, 2018, is between Greystar Real Estate Partners, LLC, a Delaware limited liability company with an address of 18 Broad Street, Suite 300 Charleston, South Carolina 29401 ("Assignor"), and Greystar Worldwide, LLC, a Delaware limited liability company with an address of 18 Broad Street, Suite 300 Charleston, South Carolina 29401 ("Assignee"), with reference to the facts and circumstances set forth below. The Assignment is effective upon execution by Assignor and Assignee.

WITNESSETH:

WHEREAS, Assignor desires to assign to Assignee all right, title and interest in and to the trademarks and related trademark applications and registrations identified in **Exhibit A** attached hereto (the "Trademarks"), together with any and all goodwill of the business associated with the Trademarks; and

WHEREAS, Assignee is a successor to the portion of the business to which the Trademarks pertain; and

WHEREAS, Assignee desires to acquire the Trademarks and all goodwill of the business associated therewith from Assignor; and

WHEREAS, Assignor and Assignee desire to confirm of record the assignment of the Trademarks to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee all right, title and interest in and to the Trademarks, together with (i) the goodwill and the business symbolized by the Trademarks and (ii) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of the Trademarks.

2. Assignor further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Trademarks and all other rights hereby conveyed.

3. This Assignment may be executed in any number of counterparts and signatures may be delivered by electronic mail in portable document format (PDF), each of which may be executed by less than all parties, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective authorized officers, all as of the day and year first above written.

ASSIGNOR:

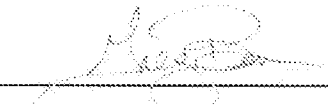
Greystar Real Estate Partners, LLC

By:  _____

Its: Vice President _____

ASSIGNEE:

Greystar Worldwide, LLC

By:  _____

Its: Vice President _____

**EXHIBIT A
U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS**

| Trademark | Serial No. | Application Date | Registration No. | Registration Date |
|---|------------|--------------------|------------------|-------------------|
| #BEGREYSTAR | 87/869,289 | April 9, 2018 | N/A | N/A |
| AVANA | 86/131,177 | November 27, 2013 | 4,563,981 | July 8, 2014 |
| AVANA & Design  | 86/131,197 | November 27, 2013 | 4,563,988 | July 8, 2014 |
| BEYOND EXPECTATIONS BE GREYSTAR  | 87/461,805 | May 24, 2017 | N/A | N/A |
| BEYOND EXPECTATIONS BE GREYSTAR  | 87/169,981 | September 13, 2016 | N/A | N/A |
| GREYSTAR | 86/131,184 | November 27, 2013 | 4,563,984 | July 8, 2014 |
| GREYSTAR | 87/461,804 | May 24, 2017 | N/A | N/A |
| ONYX COLLECTION | 87/461,802 | May 24, 2017 | N/A | N/A |
| ONYX COLLECTION | 87/330,132 | February 9, 2017 | N/A | N/A |
| ONYX COLLECTION BY GREYSTAR | 87/461,806 | May 24, 2017 | N/A | N/A |
| ONYX COLLECTION BY GREYSTAR | 87/330,173 | February 9, 2017 | N/A | N/A |
| OVERTURE | 87/617,611 | September 21, 2017 | N/A | N/A |
| OVERTURE | 86/279,195 | May 12, 2014 | 4,978,588 | June 14, 2016 |
| OVERTURE | 87/461,808 | May 24, 2017 | N/A | N/A |
| REDEFINING EXCELLENCE IN APARTMENT LIVING | 86/131,189 | November 27, 2013 | 4,563,986 | July 8, 2014 |