

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM833456

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GREYSTAR WORLDWIDE, LLC		08/21/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank Trust Company, National Association, as Collateral Agent		
Street Address:	1349 West Peachtree St. NW, Suite 1050		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	5880832	#BEGREYSTAR	
Registration Number:	6563694	ALBUM	
Registration Number:	4563981	AVANA	
Registration Number:	4563988	AVANA	
Registration Number:	5835164	BEYOND EXPECTATIONS BE GREYSTAR	
Registration Number:	5782275	BEYOND EXPECTATIONS BE GREYSTAR	
Registration Number:	6034281	EVERLEIGH	
Registration Number:	4563984	GREYSTAR	
Registration Number:	5662259	GREYSTAR	
Registration Number:	5939252	GREYSTAR ANALYTICS	
Registration Number:	5939253	GREYSTAR ANALYTICS	
Registration Number:	5869261	GREYSTAR THE GLOBAL LEADER IN RENTAL HOU	
Registration Number:	5869262	GREYSTAR THE GLOBAL LEADER IN RENTAL HOU	
Registration Number:	4892963	LIVE HERE LIVE WELL	
Registration Number:	5656674	ONYX COLLECTION	
Registration Number:	5840115	ONYX COLLECTION	
Registration Number:	5656675	ONYX COLLECTION BY GREYSTAR	
Registration Number:	5938425	ONYX COLLECTION BY GREYSTAR	
Registration Number:	4978588	OVERTURE	

OP \$665.00 5880832

Property Type	Number	Word Mark
Registration Number:	5681535	OVERTURE
Registration Number:	4563986	REDEFINING EXCELLENCE IN APARTMENT LIVIN
Registration Number:	3813841	THE ONE PLAN
Registration Number:	6466811	UNION
Registration Number:	6048246	WE'RE MORE THAN JUST A PRETTY SPACE
Serial Number:	97757707	SUMMERWELL
Serial Number:	97757702	SUMMERWELL

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

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:	Sophie Bolt
SIGNATURE:	/Sophie Bolt/
DATE SIGNED:	08/21/2023

Total Attachments: 8

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

GREYSTAR WORLDWIDE, LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other LLC

Citizenship (see guidelines) Delaware, USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 21, 2023

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: U.S. Bank Trust Company, National Association, as Collateral Agent

Street Address: 1349 West Peachtree St. NW, Suite 1050

City: Atlanta

State: Georgia

Country: USA Zip: 30309

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Bank Citizenship National Association, USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
See Schedule 1

B. Trademark Registration No.(s)
See Schedule 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Sophie Bolt

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: SBolt@cahill.com

6. Total number of applications and registrations involved:

26

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Sophie Bolt

Signature

August 21, 2023

Date

Sophie Bolt

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **8**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 008174 FRAME: 0016

Trademark Security Agreement

Trademark Security Agreement, dated as of August 21, 2023 (this “Trademark Security Agreement”), by the entity identified as the grantor on the signature pages hereto (the “Grantor”), in favor of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Indenture (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Grantor and certain other affiliate grantors are party to a Security Agreement, dated as of August 21, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent pursuant to which, among other things, the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. 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. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Grantor:

(a) Trademarks of the Grantor, including those listed on Schedule I attached hereto (in no event shall Collateral include any application for registration of a trademark filed with the United States Patent and Trademark Office (“PTO”) on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the PTO);

(b) all goodwill associated with such Trademarks (other than Excluded Assets);
and

(c) all proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted in favor of the Collateral Agent for the benefit of the Secured Parties pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the

provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the indefeasible payment and satisfaction in full of all of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

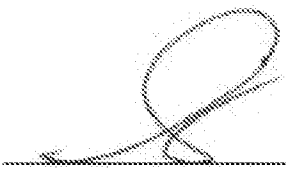
SECTION 6. Subject to Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent, pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder, are subject to the provisions of the Pari Passu Intercreditor Agreement, dated as of August 21, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among JPMorgan Chase Bank, N.A., as collateral agent for the Term Loan Credit Agreement Secured Parties (as defined in the Intercreditor Agreement), JPMorgan Chase Bank, N.A., as collateral agent for the Revolving Credit Agreement Secured Parties (as defined in the Intercreditor Agreement), and the Collateral Agent, as collateral agent for the Indenture Secured Parties (as defined in the Intercreditor Agreement), and acknowledged and consented to by the grantors from time to time party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[signature page follows]

IN WITNESS WHEREOF, the 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.

Very truly yours,

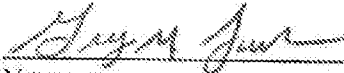
GREYSTAR WORLDWIDE, LLC

By:  _____

Name: J. Derek Ramsey

Title: Vice President

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION,
in its capacity as Collateral Agent




By: 
Name: Gregory M. Jackson
Title: Vice President

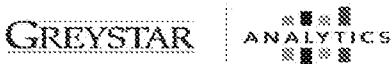


[Signature Page to Trademark Security Agreement]


TRADEMARK
REEL: 008174 FRAME: 0020

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

<u>Owner</u>	<u>Registration Number</u>	<u>Trademark</u>
Greystar Worldwide, LLC	5,880,832	#BEGREYSTAR
Greystar Worldwide, LLC	6,563,694	ALBUM
Greystar Worldwide, LLC	4,563,981	AVANA
Greystar Worldwide, LLC	4,563,988	AVANA & Design 
Greystar Worldwide, LLC	5,835,164	BEYOND EXPECTATIONS BE GREYSTAR (Stylized & Design) 
Greystar Worldwide, LLC	5,782,275	BEYOND EXPECTATIONS BE GREYSTAR (Stylized & Design) 

Greystar Worldwide, LLC	6,034,281	EVERLEIGH
Greystar Worldwide, LLC	4,563,984	GREYSTAR
Greystar Worldwide, LLC	5,662,259	GREYSTAR
Greystar Worldwide, LLC	5,939,252	GREYSTAR ANALYTICS
Greystar Worldwide, LLC	5,939,253	GREYSTAR ANALYTICS & Design 
Greystar Worldwide, LLC	5,869,261	GREYSTAR THE GLOBAL LEADER IN RENTAL HOUSING
Greystar Worldwide, LLC	5,869,262	GREYSTAR THE GLOBAL LEADER IN RENTAL HOUSING & Design 
Greystar Worldwide, LLC	4,892,963	Live here Live well & Design 
Greystar Worldwide, LLC	5,656,674	ONYX COLLECTION
Greystar Worldwide, LLC	5,840,115	ONYX COLLECTION
Greystar Worldwide, LLC	5,656,675	ONYX COLLECTION BY GREYSTAR
Greystar Worldwide, LLC	5,938,425	ONYX COLLECTION BY GREYSTAR
Greystar Worldwide, LLC	4,978,588	OVERTURE

Greystar Worldwide, LLC	5,681,535	OVERTURE
Greystar Worldwide, LLC	4,563,986	REDEFINING EXCELLENCE IN APARTMENT LIVING
Greystar Worldwide, LLC	3,813,841	The ONE Plan
Greystar Worldwide, LLC	6,466,811	UNION & Design 
Greystar Worldwide, LLC	6,048,246	WE'RE MORE THAN JUST A PRETTY SPACE

Trademark Applications:

<u>Owner</u>	<u>Application Number</u>	<u>Trademark</u>
Greystar Worldwide, LLC	97/757,707	SUMMERWELL
Greystar Worldwide, LLC	97/757,702	SUMMERWELL 