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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM834604

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Trademark Security Agreement filed November 28, 2017 at Reel/Frame 6214/0001

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
U.S. BANK TRUST COMPANY, N.A.		08/21/2023	National Association: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	Greystar Real Estate Partners, LLC
Street Address:	465 Meeting Street
City:	Charleston
State/Country:	SOUTH CAROLINA
Postal Code:	29403
Entity Type:	Limited Liability Company: DELAWARE

#### **PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark	
Registration Number:	4563988	AVANA	
Registration Number:	4563981	AVANA	
Registration Number:	4978588	OVERTURE	
Registration Number:	4563984	GREYSTAR	
Registration Number:	4563986	REDEFINING EXCELLENCE IN APARTMENT LIVIN	
Serial Number:	87461804	GREYSTAR	
Serial Number:	87461805	BEYOND EXPECTATIONS BE GREYSTAR	
Serial Number:	87461808	OVERTURE	
Serial Number:	87461802	ONYX COLLECTION	
Serial Number:	87461806	ONYX COLLECTION BY GREYSTAR	
Serial Number:	87169981	BEYOND EXPECTATIONS BE GREYSTAR	
Serial Number:	87330132	ONYX COLLECTION	
Serial Number:	87330173	ONYX COLLECTION BY GREYSTAR	

#### **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

TRADEMARK

REEL: 008178 FRAME: 0193

900795857

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:	08/25/2023

#### **Total Attachments: 6**

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TRADEMARK REEL: 008178 FRAME: 0194

#### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of August 21, 2023 (the "Effective Date"), is made by U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, in its capacity as collateral agent (in such capacity, the "Collateral Agent"), in favor of GREYSTAR WORLDWIDE, LLC, a Delaware limited liability company (the "Grantor"), successor in interest of the Trademark Collateral (as defined below) of Greystar Real Estate Partners, LLC, a Delaware limited liability company (the "Prior Grantor").

WHEREAS, pursuant to that certain Security Agreement, dated as of November 24, 2017, by and among the Collateral Agent, the Prior Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Prior Grantor granted to the Collateral Agent, in its capacity as collateral agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Prior Grantor executed and delivered a Trademark Security Agreement, dated as of November 24, 2017 (as amended by that certain Joinder Agreement, dated as of April 29, 2019, and as further amended, restated, amended and restated, or otherwise modified from time to time, the "<u>Trademark Security Agreement</u>"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 28, 2017 at Reel/Frame 6214/0001, and on April 29, 2019 at Reel/Frame 6631/0971;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
- 2. <u>Release</u>. The Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademarks, including the trademark registrations and applications set forth Schedule 1 attached hereto, all goodwill associated therewith and all Proceeds of any and all of the foregoing, arising under the Security Agreement and the Trademark Security Agreement (the "<u>Trademark Collateral</u>"). If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Collateral Agent, without representation or warranty of any kind, hereby retransfers, re-conveys and re-assigns such right, title or interest to the Grantor.
- 3. <u>Termination</u>. The Collateral Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
- 4. <u>Further Assurances</u>. The Collateral Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

TRADEMARK
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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

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

Name: Grasson M. Jankson

Tide: Vice provident

# Schedule 1

# Release of Trademark Security Agreement recorded November 28, 2017 at Reel/Frame 6214/0001 and on April 29, 2019 at Reel/Frame 6631/0971

## **UNITED STATES TRADEMARKS:**

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Greystar Real Estate Partners, LLC	4,563,988	AVANA & Design
		avana
Greystar Real Estate Partners, LLC	4,563,981	AVANA
Greystar Real Estate Partners, LLC	4,978,588	OVERTURE
Greystar Real Estate Partners, LLC	4,563,984	GREYSTAR
Greystar Real Estate Partners, LLC	4,563,986	REDEFINING EXCELLENCE IN APARTMENT LIVING
Greystar Worldwide, LLC	5681535	OVERTURE
Greystar Worldwide, LLC	4892963	LIVE HERE LIVE WELL & Design
Greystar Worldwide, LLC	4334857	EDR (Logo)
Greystar Worldwide, LLC	4334856	EDR (word)
Greystar Worldwide, LLC	3813841	THE ONE PLAN
GREP SOUTHWEST, LLC	HI 4149798 (State trademark)	GREYSTAR
Greystar Worldwide, LLC	(State trademark) 4563988	AVANA
Applications:		
OWNER	APPLICATION NUMBER	TRADEMARK
Greystar Real Estate Partners, LLC	87/461,804	GREYSTAR

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Greystar Real Estate Partners, LLC	87/461,805
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**RECORDED: 08/25/2023** 

BEYOND EXPECTATIONS BE GREYSTAR (Stylized & Design)



Greystar Real Estate Partners, LLC	87/461,808	OVERTURE

Greystar Real Estate Partners, LLC 87/461,802 ONYX COLLECTION

Greystar Real Estate Partners, LLC 87/461,806 ONYX COLLECTION BE

GREYSTAR

Greystar Real Estate Partners, LLC 87/169,981 BEYOND

EXPECTATIONS BE GREYSTAR (Stylized &

Design)



Greystar Real Estate Partners, LLC 87/330,132 ONYX COLLECTION

Greystar Real Estate Partners, LLC 87/330,173 ONYX COLLECTION BY

**GREYSTAR** 

TRADEMARK REEL: 008178 FRAME: 0199