

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324103

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Greystar Real Estate Partners, LLC		11/20/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as collateral agent		
Street Address:	1349 West Peachtree St. NW		
Internal Address:	Suite 1050		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4563981	AVANA	
Registration Number:	4563988	AVANA	
Registration Number:	4563984	GREYSTAR	
Registration Number:	4563986	REDEFINING EXCELLENCE IN APARTMENT LIVIN	
Serial Number:	86131202	E ELAN	
Serial Number:	86131196	ELAN	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<i>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.</i>			
Email:	michael.violet@wolterskluwer.com		
Correspondent Name:	Michael Violet		
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:	11/24/2014		

OP \$165.00 4563981

Total Attachments: 6

source=Trademark Security Agreement with Consent_#page1.tif

source=Trademark Security Agreement with Consent_#page2.tif

source=Trademark Security Agreement with Consent_#page3.tif

source=Trademark Security Agreement with Consent_#page4.tif

source=Trademark Security Agreement with Consent_#page5.tif

source=Trademark Security Agreement with Consent_#page6.tif

Trademark Security Agreement

Trademark Security Agreement, dated as of November 20, 2014, by Greystar Real Estate Partners, LLC (the “Grantor”), in favor of U.S. BANK 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 of even date herewith (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 such Grantor:

- (a) all Trademarks of the Grantor, including those listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (in each case other than Excluded Assets).

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 Grantors hereby acknowledge and affirm 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 agrees to 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 November 20, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among JPMorgan Chase Bank, N.A., as the Collateral Agent for the Credit Agreement Secured Parties, the Collateral Agent, as Notes Collateral Agent for the Indenture Secured Parties, and acknowledged and consented to by the Grantors (as defined in the Intercreditor Agreement) from time to time party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this 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 Real Estate Partners, LLC

By: 

Name: J. Derek Ramsey
Title: Vice President and Chief Financial Officer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005406 FRAME: 0622

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 Real Estate Partners, LLC

By: _____

Name:

Title:

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

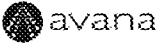
By: William Bryan Echols
Name: William Bryan Echols
Title: Vice President

Trademark Security Agreement

TRADEMARK
REEL: 005406 FRAME: 0623

UNITED STATES TRADEMARKS:

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Greystar Real Estate Partners, LLC	4,563,981	AVANA
Greystar Real Estate Partners, LLC	4,563,988	AVANA & Design 
Greystar Real Estate Partners, LLC	4,563,984	GREYSTAR
Greystar Real Estate Partners, LLC	4,563,986	REDEFINING EXCELLENCE IN APARTMENT LIVING

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>TRADEMARK</u>
Greystar Real Estate Partners, LLC	86/131,202	E ELAN
Greystar Real Estate Partners, LLC	86/131,196	ELAN

OTHER TRADEMARKS:

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>TRADEMARK</u>
Greystar Real Estate Partners, LLC	1212486	Int'l Registration/ WIPO	GREYSTAR

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>TRADEMARK</u>
Greystar Real Estate Partners, LLC	1212486	European Community	GREYSTAR
Greystar Real Estate Partners, LLC	1212486	Mexico	GREYSTAR