

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328578

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Green Street Advisors, LLC		12/15/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Delaware Life Insurance Company		
Street Address:	One Sun Life Executive Park		
City:	Wellesley Hills		
State/Country:	MASSACHUSETTS		
Postal Code:	02481		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3996188	HEARD ON THE BEACH	
Registration Number:	4000868	GREEN STREET ADVISORS	
Registration Number:	2176725	GREEN STREET	
Registration Number:	4373819	COMMERCIAL PROPERTY PRICE INDEX	
Serial Number:	86445774	COMMERCIAL PROPERTY OUTLOOK	
Serial Number:	86445606	GREEN STREET DATAHUB	
Serial Number:	86445601	GREEN STREET DATATOOLS	
Serial Number:	86445565	GREEN STREET DATAVAULT	
Serial Number:	86445769	REAL ESTATE SECURITIES MONTHLY	
Serial Number:	86019071	GREEN STREET SURPRISE INDEX	
Registration Number:	4619864	GREEN STREET ADVISORS REAL ESTATE ANALYT	
CORRESPONDENCE DATA			
Fax Number:	2142000558		
<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>			
Phone:	214-651-5066		
Email:	jeff.becker@haynesboone.com		
Correspondent Name:	Jeffrey M. Becker c/o Haynes and Boone		
Address Line 1:	2323 Victory Avenue, Suite 700		

OP \$290.00 3996188

Address Line 4:	Dallas, TEXAS 75219
ATTORNEY DOCKET NUMBER:	51862.2
NAME OF SUBMITTER:	Jeffrey M. Becker
SIGNATURE:	/Jeffrey M. Becker/
DATE SIGNED:	01/11/2015
Total Attachments: 8 source=Green Street Research - IP Security Agreement#page1.tif source=Green Street Research - IP Security Agreement#page2.tif source=Green Street Research - IP Security Agreement#page3.tif source=Green Street Research - IP Security Agreement#page4.tif source=Green Street Research - IP Security Agreement#page5.tif source=Green Street Research - IP Security Agreement#page6.tif source=Green Street Research - IP Security Agreement#page7.tif source=Green Street Research - IP Security Agreement#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”) is entered into as of December 15, 2014, among GREEN STREET ADVISORS, LLC, a Delaware limited liability company (f/k/a GREEN STREET RESEARCH, LLC) (the “**Company**”) and DELAWARE LIFE INSURANCE COMPANY, a Delaware corporation, as agent for certain lenders party to the Credit Agreement (as defined below) (“**Agent**”).

RECITALS

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith (the “**Credit Agreement**”), entered into by and among Green Street Parent, LLC, a Delaware limited liability company and an Affiliate of the Company (“**Borrower**”), Green Street Topco, LLC, a Delaware limited liability company (“**Holdings**”), Agent, and the lenders from time to time party thereto (the “**Lenders**”), the Lenders have agreed to extend certain term and revolving loans to Borrower;

WHEREAS, in order to induce the Lenders to extend the loans to Borrower, Company has agreed to execute that certain Pledge and Security Agreement, dated as of even date hereof, entered into by and among Borrower, Holdings, the Company, Green Street Investors LLC, a Delaware limited liability company (“**GSI**”) and Agent (the “**Security Agreement**”), under which Company has granted a security interest to Agent for the benefit of the Lenders in certain Collateral (other than Excluded Assets). Capitalized terms used herein but not otherwise defined shall have the meaning assigned to such term in the Security Agreement.

WHEREAS, in order to the Lenders to extend the loans, the Company has agreed to execute and deliver to Agent this Agreement and to grant Agent a security interest in certain copyrights, trademarks and patents (as each term is described below) of the Company to secure the prompt payment, performance and discharge in full of all of the Obligations under the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations under and as defined in the Credit Agreement, the Company hereby represents, warrants, covenants and agrees as follows:

AGREEMENT**1. Grant of Security**

To secure the Obligations under and as defined in the Credit Agreement and subject to the terms set forth therein, the Company grants to Agent a security interest in all of Company’s rights, priorities and privileges relating to intellectual property (in each case other than any Excluded Assets) whether arising under United States, multinational or foreign laws or otherwise (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(i) all copyright rights (whether now or hereafter arising) in any and all media (whether now or hereafter developed), in and to all original works of authorship fixed in any tangible medium of expression, acquired or used by Company, whether registered or unregistered and whether published or unpublished, all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Copyright Office set forth on Exhibit A or in any similar office or agency of the United States, any other union of countries, country or any political subdivision thereof);

(ii) all domestic and foreign letters patent, design patents, utility patents, industrial designs, inventions, ideas, concepts, methods, techniques, processes, proprietary information, technology, know-how, formulae, rights of publicity and other general intangibles of like nature, now existing or hereafter acquired, all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office set forth on Exhibit B attached hereto, or in any similar office or agency of the United States or union of countries, any other country or any political subdivision thereof), and all reissues, divisions, continuations, continuations in part and extensions or renewals thereof;

(iii) all trademarks (other than any "intent to use" trademark applications for which a statement of use or amendment to allege use has not been filed (but only until such statement is filed and 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 such intent-to-use trademark application under applicable Federal Law)), trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos, domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, (including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office set forth on Exhibit C attached hereto, or in any similar office or agency of the United States or union of countries, any other country or any political subdivision thereof), and all reissues, divisions, continuations, continuations in part and extensions or renewals thereof, and all common law rights related thereto, together with all goodwill of the business symbolized by such marks and all customer lists, formulae and other records of Company relating to the distribution of products and services in connection with which any of such marks are used;

(iv) all trade secrets arising under the laws of the United States, any other union of countries, country or any political subdivision thereof;

(v) all rights to obtain any reissues, renewals or extensions of the foregoing;

(vi) all licenses for any of the foregoing; and

(vii) all causes of action for infringement of the foregoing.

This security interest is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the Credit Agreement, and those which are now or hereafter available to Agent as a matter of law

or equity. Each right, power and remedy of Agent provided for herein, in the Security Agreement or in the Credit Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Agreement, the Security Agreement or the Credit Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies. In the event of any contradiction between this Agreement and the Security Agreement, the provisions of the Security Agreement will prevail.

2. Miscellaneous

This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Intellectual Property Security Agreement.

[Signature Page Follows.]


IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

GREEN STREET ADVISORS, LLC

Address of Grantor:
c/o Green Street Advisors
660 Newport Center Drive, Suite 800
Newport Beach, CA 92660
Attn: Brett Lawrence, Warner Griswold
Fax: (949) 640-1773
Phone: (949) 640-8780
E-mail:
blawrence@greenstreetadvisors.com

wgriswold@greenstreetadvisors.com

By: 
Name: Warner Griswold
Title: Chief Financial Officer

[Signature Page of Agent Follows]

[Company Signature Page – Intellectual Property Security Agreement]

TRADEMARK
REEL: 005438 FRAME: 0047

Address:

Delaware Life Insurance Company
One Sun Life Executive Park
Wellesley Hills, MA 02481
Attn: Andrew F. Kenney
Phone: (781) 446-1932
E-mail: andrew.kenney@delawarelife.com

AGENT:

DELAWARE LIFE INSURANCE COMPANY

By: _____

Name: Andrew Kenney

Title: Chief Investment Officer

[Agent Signature Page – Intellectual Property Security Agreement]

TRADEMARK
REEL: 005438 FRAME: 0048

EXHIBIT A

Copyrights

EXHIBIT B

Patents

<u>Title</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>
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EXHIBIT C

Trademarks

U.S. and International Common Law, Pending and Registered Marks

1. HEARD ON THE BEACH (U.S. Reg. #3996188)
2. GREEN STREET ADVISORS & design (U.S. Reg. #4000868)



Green Street Advisors

3. GREEN STREET (U.S. Reg. #2176725)
4. COMMERCIAL PROPERTY PRICE INDEX (U.S. Reg. #4373819)
5. COMMERCIAL PROPERTY OUTLOOK (U.S. Appl. #86445774)
6. GREEN STREET DATAHUB (U.S. Appl. #86445606)
7. GREEN STREET DATATOOLS (U.S. Appl. #86445601)
8. GREEN STREET DATAVAULT (U.S. Appl. #86445565)
9. REAL ESTATE SECURITIES MONTHLY (U.S. Appl. #86445769)
10. GREEN STREET ADVISORS (Community Trademarks) (CTM Reg. #10320811)
11. GREEN STREET ADVISORS (International Register) (IR Reg. #1129298) (CH, LI, NO)
12. GREEN STREET ADVISORS REAL ESTATE ANALYTICS (U.S. Reg. #4619864)
13. GREEN STREET SURPRISE INDEX (U.S. Appl. #86019071) (intent-to-use application)