

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM355578

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chelsea Piers L.P.		09/10/2015	LIMITED PARTNERSHIP: NEW YORK
RECEIVING PARTY DATA			
Name:	Capital One National Association		
Street Address:	1680 Capital One Drive		
Internal Address:	Suite 1400		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	National Banking Associated: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	74714803	SKY RINK	
Serial Number:	74714804	PIER 61 SKY RINK CHELSEA PIERS	
Serial Number:	74714805	PIER 61 SKY RINK CHELSEA PIERS	
Serial Number:	74714808	CHELSEA PIERS SPORTS & ENTERTAINMENT	
Serial Number:	75074401	CHELSEA PIERS SPORTS & ENTERTAINMENT	
Serial Number:	75074402	PIER 61 SKY RINK CHELSEA PIERS	
Serial Number:	75074403	CHELSEA PIERS	
Serial Number:	76426161	CHELSEA PIERS SPORTS & ENTERTAINMENT	
Serial Number:	76469963	CHELSEA PIERS NEW YORK CITY	
Serial Number:	77648831	CHELSEA PIERS	
Serial Number:	77648849	CHELSEA PIERS	
Serial Number:	77649324	SKY RINK	
CORRESPONDENCE DATA			
Fax Number:	2125547700		
<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:	212 554 7800		
Email:	trademarks@mosessinger.com		
TRADEMARK			

CH \$315.00 74714803

Correspondent Name: Laurie Buchanan
Address Line 1: 405 Lexington Avenue
Address Line 2: The Chrysler Building
Address Line 4: New York, NEW YORK 10174

ATTORNEY DOCKET NUMBER: CHELSEA PIERS

NAME OF SUBMITTER: Laurie Buchanan

SIGNATURE: /Laurie Buchanan/

DATE SIGNED: 09/18/2015

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of September 10, 2015, is made by and among CHELSEA PIERS L.P., a New York limited partnership (the "**Borrower**" or the "**Grantor**") in favor of CAPITAL ONE, NATIONAL ASSOCIATION National Banking Association (the "**Lender**" or the "**Secured Party**").

WHEREAS, the Borrower and its affiliate has entered into a Loan Agreement dated as of the date hereof (the "**Loan Agreement**") with Lender (the "**Lender**").

WHEREAS, as a condition precedent to the making of loans by the Lender under the Loan Agreement, Grantor and certain of its affiliates have executed and delivered to the Secured Party that certain Consolidated, Amended and Restated Leasehold Mortgage, Assignment of Leases and Rents, Spreader, Security Agreement and Fixture Filing dated as of the date hereof (the "**Security Instrument**").

WHEREAS, under the terms of the Security Instrument, the Grantor has granted to the Secured Party, a security interest in, among other property, certain intellectual property of the Grantor.

WHEREAS, Grantor has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with the Secured Party as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of Grantor in, to and under the following (the "**IP Collateral**"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (the "**Trademarks**"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Trademarks any other government officials to record and register this IP Security Agreement upon request by the Secured Party.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Instrument, which is hereby incorporated by reference. The provisions of the Security Instrument shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the Loan Agreement, the Security Instrument and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif) format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

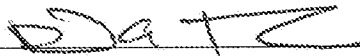
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

CHELSEA PIERS L.P., a New York limited partnership

By: Chelsea Piers Management Inc., a New York Corporation, its general partner

By: 
Name: David A. Tewksbury
Title: Executive Vice President

AGREED TO AND ACCEPTED:

CAPITAL ONE, NATIONAL ASSOCIATION,
a national banking association formed
under the laws of the United States

By: _____
Name: Barbara Muñoz
Title: Senior Vice President

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a national banking association formed
under the laws of the United States

By: Barbara Muñoz
Name: Barbara Muñoz
Title: Senior Vice President

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

	Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
1	77649324	3660599	SKY RINK	TSDR	LIVE
2	77648849	3756699	CHELSEA PIERS	TSDR	LIVE
3	77648831	3756698	CHELSEA PIERS	TSDR	LIVE
4	76469963	2775226	CHELSEA PIERS NEW YORK CITY	TSDR	LIVE
5	76426161	2839538	CHELSEA PIERS SPORTS & ENTERTAINMENT	TSDR	LIVE
6	75074402	2226478	PIER 61 SKY RINK CHELSEA PIERS	TSDR	LIVE
7	75074401	2204235	CHELSEA PIERS SPORTS & ENTERTAINMENT	TSDR	LIVE
8	75074403	2204236	CHELSEA PIERS	TSDR	LIVE
9	74714805	2058241	PIER 61 SKY RINK CHELSEA PIERS	TSDR	LIVE
10	74714804	2058240	PIER 61 SKY RINK CHELSEA PIERS	TSDR	LIVE
11	74714803	2058239	SKY RINK	TSDR	LIVE
12	74714808	2059935	CHELSEA PIERS SPORTS & ENTERTAINMENT	TSDR	LIVE