

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM427299

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Arbor Commercial Mortgage, LLC		05/11/2017	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Arbor Multifamily Lending, LLC		
<b>Street Address:</b>	333 Earle Ovington Blvd.		
<b>Internal Address:</b>	Suite 900		
<b>City:</b>	Uniondale		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11533		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5196022	ALEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	dwilson@cullenanddykman.com		
<b>Correspondent Name:</b>	Damias A. Wilson		
<b>Address Line 1:</b>	100 Quentin Roosevelt Boulevard		
<b>Address Line 4:</b>	Garden City, NEW YORK 11530		
<b>NAME OF SUBMITTER:</b>	Damias A. Wilson		
<b>SIGNATURE:</b>	/Damias A. Wilson/		
<b>DATE SIGNED:</b>	05/11/2017		
<b>Total Attachments: 2</b>			
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source=ALEX Assignment of Trademark Registration#page2.tif			

OP \$40.00 5196022

## ASSIGNMENT OF TRADEMARK

This Trademark Assignment (the "Assignment"), dated as of May 11, 2017, is by and between Arbor Commercial Mortgage, LLC, a New York limited liability company ("Assignor") and Arbor Multifamily Lending, LLC, a Delaware limited liability company ("Assignee").

### RECITALS

WHEREAS Assignor is the owner of trademark registration number 5,196,022 ("the Assigned Trademark");

WHEREAS Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of February 25, 2016 (the "Purchase Agreement"), which is fully incorporated herein, and pursuant to which Assignor is assigning certain assets to Assignee, including the Assigned Trademark; and

WHEREAS pursuant to the Purchase Agreement, the Assignee has acquired all right, title, and interest to the Assigned Trademark, and the parties wish to record such acquisition in the United States Patent and Trademark Office.

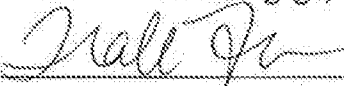
THEREFORE, for good and valuable consideration paid by the Assignee to the Assignor, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

- 1. Assignment.** Effective as of this date, and pursuant to the Purchase Agreement, the Assignor has transferred the Assigned Trademark to the Assignee, and the Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title, and interest of the Assignor in and to: (i) the Assigned Trademark, together with the goodwill of the business symbolized by the Assigned Trademark; (ii) all renewals and extensions of the Assigned Trademark; (iii) all licenses for the use of the Assigned Trademark; (iv) all income, royalties, damages, claims, and payments now or in the future due or payable under and with respect to the Assigned Trademark, including, without limitation, damages, claims, and payments for past and future infringements of the Assigned Trademark; (v) all rights to sue for past, present, and future infringements of the above, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the above throughout the world; and (vii) the right to assign the rights conveyed here, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.
- 2. Governing Law.** This Assignment will be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark issues, and (ii) in all other respects, including as to the validity (except for trademark issues), interpretation and effect, by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.


3. **Counterparts.** This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.
4. **Miscellaneous.** This Assignment is subject to all the terms and conditions of the Purchase Agreement. The parties intend that this agreement is for recordation purposes, and its terms will not modify the applicable terms and conditions of the Purchase Agreement.
5. **Further Assurances.** Assignor agrees at Assignee's expense to execute such further documents and to perform such further lawful acts as may reasonably be requested by Assignee, to effectuate this Assignment.

Intending to be legally bound, the undersigned have executed this Assignment as of the date first written above.

Arbor Commercial Mortgage, LLC

By:   
Name: Leah Fisher  
Title: Authorized Signatory

Arbor Multifamily Lending, LLC

By:   
Name: Linor Shehet  
Title: Authorized Signatory