

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM466238

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BRE 312 OWNER LLC		03/09/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BARCLAYS BANK PLC		
Street Address:	745 SEVENTH AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	PUBLIC LIMITED COMPANY: UNITED KINGDOM		
Name:	DEUTSCHE BANK AG, NEW YORK BRANCH		
Street Address:	60 WALL STREET		
Internal Address:	10TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	NEW YORK BRANCH OF A BANK ORGANIZED AND EXISTING UNDER THE LAWS OF GERMANY: GERMANY		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3782430	LEDGE	
Registration Number:	4424249		
Registration Number:	4566604	SKYDECK	
Registration Number:	3850907	SKYDECK	
Registration Number:	3782429	SKYDECK CHICAGO	
Registration Number:	4332046	SKYDECK CHICAGO	
Registration Number:	3779129	WILLIS TOWER	
Registration Number:	3779280	WILLIS TOWER	
CORRESPONDENCE DATA			
Fax Number:	2124552502		

CH \$215.00 3782430

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: (212) 455-3393
Email: ksolomon@stblaw.com
Correspondent Name: LORI LESSER, ESQ.
Address Line 1: SIMPSON THACHER & BARTLETT LLP
Address Line 2: 425 LEXINGTON AVENUE
Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	010396/1937
--------------------------------	-------------

NAME OF SUBMITTER:	LORI LESSER
---------------------------	-------------

SIGNATURE:	/LL/
-------------------	------

DATE SIGNED:	03/19/2018
---------------------	------------

Total Attachments: 6

source=BRE 312 OWNER LLC - TRADEMARK SECURITY AGREEMENT#page1.tif
source=BRE 312 OWNER LLC - TRADEMARK SECURITY AGREEMENT#page2.tif
source=BRE 312 OWNER LLC - TRADEMARK SECURITY AGREEMENT#page3.tif
source=BRE 312 OWNER LLC - TRADEMARK SECURITY AGREEMENT#page4.tif
source=BRE 312 OWNER LLC - TRADEMARK SECURITY AGREEMENT#page5.tif
source=BRE 312 OWNER LLC - TRADEMARK SECURITY AGREEMENT#page6.tif

SHORT FORM TRADEMARK SECURITY AGREEMENT

This SHORT FORM TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") dated March 9, 2018, is made by BRE 312 OWNER LLC ("Pledgor"), in favor of BARCLAYS BANK PLC, whose address for all purposes hereunder is 745 Seventh Avenue, New York, New York 10019 and DEUTSCHE BANK AG, NEW YORK BRANCH, whose address for all purposes hereunder is 60 Wall Street, 10th Floor, New York, New York 10005 (collectively, together with all of their respective successors and assigns, the "Lender"). Terms used but not defined herein shall have the meaning assigned to them in the Loan Agreement (defined below).

RECITALS:

A. Lender has entered into that certain Loan Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which the Lender has agreed to make a loan to Pledgor and certain other Borrowers thereto, secured by the liens and security interests of certain security agreements.

B. In connection with the Loan Agreement, the Pledgor, certain other Borrowers and the Lender have entered into that certain Fee and Leasehold Mortgage, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Mortgage") in order to induce the Lender to make the loan specified in the Loan Agreement.

C. Under the terms of the Mortgage, the Pledgor has granted to the Lender a security interest in, among other property, certain Trademarks (as defined in the Mortgage) of the Pledgor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

D. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor agrees as follows:

Section 1. Grant of Security. The Pledgor hereby pledges, and grants to the Lender, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Indebtedness, a first priority security interest in and Lien on all of Pledgor's worldwide right, title and interest to the Trademarks set forth on Schedule A attached hereto, and all goodwill associated with or symbolized by such Trademarks (collectively, the "Trademark Collateral").

Section 2. Security for Obligations. The grant of a security interest in the Trademark Collateral by the Pledgor under this Trademark Security Agreement secures the payment of all Indebtedness of the Pledgor now or hereafter existing under or in respect of the

Loan Agreement, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to the Pledgor, the payment of all amounts that constitute part of the secured Indebtedness and that would be owed by the Pledgor to any Lender under the Loan Agreement but for the fact that such secured Indebtedness is unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Pledgor.

Section 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Pledgor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Pledgor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

Section 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Mortgage. The Pledgor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of the Lender with respect to the Trademark Collateral are more fully set forth in the Mortgage, the terms and provisions of which are incorporated herein by reference as if fully set forth herein, and that such grant of security interest herein is in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Mortgage. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Mortgage, the terms of the Mortgage shall govern.

Section 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Mortgage shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

IN WITNESS WHEREOF, the parties hereto have duly executed this Short Form IP Security Agreement as of the day and year first above written.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Short Form Trademark Security Agreement as of the day and year first above written.

BORROWER:

BRE 312 OWNER LLC,
BRE 312 BROADCAST LLC,
BRE 312 CONFERENCE LLC,
BRE 312 HEALTH CLUB LLC,
BRE 312 RESTAURANTS LLC,
BRE 312 SKYDECK LLC,
each a Delaware limited liability company

By: 


Name: Robert Harper

Title: Senior Managing Director and Vice
President

[Signature Page to Short Form Trademark Security Agreement]

LENDER:

BARCLAYS BANK PLC

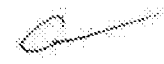
By: 
Name: Sabrina Khobie
Title: Authorized Signatory

[Signature Page to Short Form Trademark Security Agreement]

TRADEMARK
REEL: 006294 FRAME: 0790

DEUTSCHE BANK AG, NEW YORK
BRANCH

By: 
Name: Jon Till
Title: Vice President

By: 
Name:
Title: DIRECTOR

[Signature Page to Short Form Trademark Security Agreement]

**SCHEDULE A
TRADEMARKS**

Mark	Jurisdiction	Reg. No.	Class/Goods/Services	Owner
LEDGE	U.S. Federal	3782430	Class 41 – Entertainment services in the nature of an amusement, namely, an enclosed glass observation area suspended from the top of a tall building and operated as a tourist attraction.	BRE 312 OWNER LLC
MISCELLANEOUS DESIGN (BUILDING)	U.S. Federal	4424249	Class 06 – Key fobs of common metal. Class 21 – Porcelain coffee mugs, travel coffee mugs, glass cups and mugs. Class 36 – Real estate services, namely, listing, leasing and managing commercial property and office buildings.	BRE 312 OWNER LLC
SKYDECK	U.S. Federal	4566604	Class 41 – Entertainment services, namely, offering amusement center tourism attraction packages featuring an observation area and the provision of food and drink therewith. Class 43 – Providing banquet and social function facilities for special occasions; catering services; facilitating the booking of catering services for others; providing facilities for the serving of food and drinks to others.	BRE 312 OWNER LLC
SKYDECK	U.S. Federal	3850907	Class 41 – Entertainment service, namely, an amusement center attraction in the nature of an observation area.	BRE 312 OWNER LLC
SKYDECK CHICAGO	U.S. Federal	3782429	Class 41 – Entertainment service, namely, an amusement center attraction in the nature of an observation area.	BRE 312 OWNER LLC
SKYDECK CHICAGO (AND DESIGN)	U.S. Federal	4332046	Class 21 – Porcelain coffee mugs, travel coffee mugs, glass cups and mugs, Reusable plastic water bottles sold empty. Class 25 – Clothing, namely, t-shirts, sweatshirts, shorts, pajamas, hats. Class 41 – Entertainment service, namely, an amusement center attraction in the nature of an observation area.	BRE 312 OWNER LLC
WILLIS TOWER	U.S. Federal	3779129	Class 36 – Real estate services, namely, listing, leasing and managing commercial property and office buildings.	BRE 312 OWNER LLC
WILLIS TOWER (STYLIZED)	U.S. Federal	3779280	Class 36 – Real estate services, namely, listing, leasing and managing commercial property and office buildings.	BRE 312 OWNER LLC