

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM466876

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	06/14/2013		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Golden Gateway Center		03/16/2018	Limited Partnership: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Golden Gateway Center SPE, LLC		
Street Address:	460 Davis Court		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3643996	THE GATEWAY	
Registration Number:	3651612	THE GATEWAY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	prosecutiondocketing@paulhastings.com		
Correspondent Name:	Paul Hastings LLP		
Address Line 1:	4747 Executive Dr.		
Address Line 2:	12th Floor		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	97621.00002		
NAME OF SUBMITTER:	Laura C. Yip		
SIGNATURE:	/Laura C. Yip/		
DATE SIGNED:	03/23/2018		
Total Attachments: 5			
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NUNC PRO TUNC ASSIGNMENT

THIS NUNC PRO TUNC ASSIGNMENT (this “*Agreement*”), effective as of June 14, 2013 (the “*Effective Date*”), by and among Golden Gateway Center, a California limited partnership (collectively, “*Assignor*”), and Golden Gateway Center SPE, LLC, a Delaware limited liability company (“*Assignee*”).

Background.

WHEREAS, Assignor and Assignee entered into that certain Grant Deed dated as of June 14, 2013 (the “*Real Property Transfer Agreement*”), pursuant to which Assignor transferred to Assignee certain real property described therein (the “*Real Property*”);

WHEREAS, it was the intent of the parties to the Real Property Transfer Agreement for Assignor to assign to Assignee all of Assignor’s right, title, and interest in and to the intellectual property described in Exhibits I and II attached hereto in connection with the transfer of the Real Property, as such intellectual property is used exclusively with the transferred Real Property; and

WHEREAS, the parties desire to enter into this Agreement to confirm in writing the assignment of such intellectual property by Assignor to Assignee and to record such assignments with the U.S. Patent and Trademark Office.

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00) and for other good and valuable consideration, the receipt of and sufficiency is hereby acknowledged, the parties acknowledge and agree as follows:

Agreement

1. **Assignment.** Assignor sold, transferred, conveyed, assigned and delivered to Assignee all of Assignor’s right, title and interest, on a worldwide basis, in and to (i) the intellectual property described in **Exhibit I** attached hereto, including, without limitation, copyrights, patents, inventions and improvements described and claimed therein, and patents which may be granted from divisions, reissues, substitutions, continuations, continuations-in-part, reexaminations, foreign counterparts and extensions thereof claiming priority to the any underlying said patent rights, domain names, trade secrets, and any and all other rights and interests arising out of, in connection with, or in relation thereto, (ii) the trademarks and/or service marks described in **Exhibit II** attached hereto, together with any applications and/or registrations thereof and all goodwill of the business associated therewith and/or symbolized thereby, including all common law rights (collectively, the “*Property*”), (iii) any and all applications and/or registrations thereof and all renewals and extensions of any such application, registration and filing; (iv) all licenses for the use of the foregoing; (v) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (vi) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (vii) all rights corresponding to any of the foregoing throughout the world.

2. Acknowledgement. Assignor and Assignee hereby acknowledge and confirm that the assignment pursuant to paragraph 1 hereof was effective as of the Effective Date.

3. Miscellaneous.

i. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Copies (facsimile, PDF or original) of signatures to this Agreement shall be deemed to be originals and shall be binding to the same extent as original signatures.

ii. This Agreement will be binding upon, and will inure to the benefit of, the parties hereto and their executors and administrators, successors and assigns, and other legal representatives.

iii. No change or modification of this Agreement will be valid unless the same is in writing and is signed by all parties hereto. No waiver of any provision of this Agreement will be valid unless the same is in writing and is signed by all parties hereto. This Agreement shall be controlled by the laws of the California without giving effect to its conflicts of laws principles.

iv. Assignor agrees to execute such additional documents as may be reasonably requested by Assignee to further evidence or perfect the assignment contemplated by this Agreement and to register the transfer of the trademarks and/or service marks set forth on Exhibit II in the records of the US Patent and Trademark Office.

v. Exhibits I and II attached hereto are hereby incorporated by reference.

[Signatures on following page]

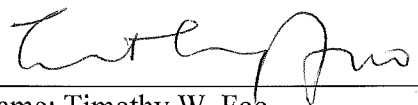
The undersigned have executed this Agreement effective as of the date set forth above.

ASSIGNOR:

GOLDEN GATEWAY CENTER, a California limited partnership

By: Oakhill Gateway Partners, L.P.,
a California limited partnership, its managing
general partner

By: Oak Hill Investments, Inc., a California
corporation, its general partner

By: 
Name: Timothy W. Foo
Title: President

ASSIGNEE:

GOLDEN GATEWAY CENTER SPE, LLC,
a Delaware limited liability company


By: 
Name: Timothy Foo
Title: Authorized Signatory

EXHIBIT I

DESCRIPTION OF SOFTWARE, MODELS AND DOMAIN NAMES

1. Building management control system, which includes custom programming for the boiler control system
2. CO2 system for the parking garage's fan control system – custom programming for controller
3. Custom programming for controller
4. Key Lock Box - Custom programming for Key usage query
5. DVR - Custom programming for (i) Facial recognition, (ii) Activity notification and (iii) long term data storage
6. Firewall - Custom programming for Intrusion Prevention system
7. Revenue budgeting model specific to SF's rent stabilization ordinance in-house
8. Thegateway.com (active and used)
9. Goldgateway.com (Expired, with no plans to renew)
10. Thegoldgateway.com (Expired, with no plans to renew)

EXHIBIT II DESCRIPTION OF TRADEMARKS AND/OR SERVICE MARKS

U.S. Trademark Registration No.	Registration Date	Mark	Description of Mark
3,643,996	June 23, 2009	The Gateway	The mark consists of standard characters without claim to any particular style, size, or color
3,651,612	July 7, 2009	the Gateway	Silhouette of a building with an orange sun background over black text of "the Gateway"