

900469129 10/08/2018

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM493069

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CP BLOCK A OWNER, LLC		10/05/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	1445 Ross Avenue		
<b>Internal Address:</b>	48th Floor		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75202		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	5376062	CITIZEN RAIL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127557306		
<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>Phone:</b>	212-326-3411		
<b>Email:</b>	NYTEF@JONESDAY.COM		
<b>Correspondent Name:</b>	Ilene B. Tannen, Esq.		
<b>Address Line 1:</b>	Jones Day		
<b>Address Line 2:</b>	250 Vesey Street		
<b>Address Line 4:</b>	New York, NEW YORK 10281		
<b>ATTORNEY DOCKET NUMBER:</b>	230397-615665		
<b>NAME OF SUBMITTER:</b>	Ilene B. Tannen		
<b>SIGNATURE:</b>	/Ilene B. Tannen/		
<b>DATE SIGNED:</b>	10/08/2018		
<b>Total Attachments: 7</b>			
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 5, 2018, is entered into by CP BLOCK A OWNER, LLC, a Delaware limited liability company, having an office at having an address at 1881 16<sup>th</sup> Street, Suite 500, Denver, Colorado 80202 ("Assignor" or "Borrower"), and WELLS FARGO BANK, NATIONAL ASSOCIATION (together with its successors and assigns, "Assignee" or "Lender"), having an address at 1445 Ross Avenue, 48<sup>th</sup> Floor, Dallas, Texas 75202.

### RECITALS

A. Pursuant to the terms of that certain Loan Agreement, dated as of the date hereof, by and between Borrower and Lender (together with all extensions, renewals, modifications, substitutions, amendments, restatements, replacements and supplements thereof, the "Loan Agreement"), Lender is making a loan to Borrower in the original principal amount of \$88,000,000 (the "Loan"), for the purposes specified in the Loan Agreement.

B. The Loan is secured by, among other things, that certain Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of the date hereof, executed by Borrower to a trustee for the benefit of Lender (as the same may be amended, modified, supplemented or replaced from time to time, the "Deed of Trust"), which Deed of Trust evidences a first priority lien on the real property and improvements described therein (the "Property"), and is evidenced by, among other instruments, documents and agreements, that certain Promissory Note Secured by Deed of Trust, dated as of the date hereof, executed by Borrower, and payable to the order of Lender, in the principal amount of the Loan (as the same may be amended, modified, supplemented or replaced from time to time, the "Note"). Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Loan Agreement.

C. Assignor owns certain Trademark Collateral (as hereinafter defined) and has agreed (i) to grant a security interest in such Trademark Collateral as additional collateral for the Loan and Borrower's obligations under the Loan Documents and (ii) to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate governmental authority to effectuate the grant of the security interest.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

### AGREEMENT

#### 1. Grant of Security Interest

Assignor hereby pledges, assigns, transfers, delivers and grants to Assignee a security interest in, and continuing lien on, all of Assignor's right, title, and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral") whether now owned or existing or hereafter acquired or arising and wherever located, as security for payment of all sums due in respect of the Loan and the

performance of all other terms, conditions and covenants of this Agreement and any other Loan Document on Borrower's part to be paid and performed:

(a) each trademark owned by the Assignor and all trademark registrations and applications therefor and all renewals thereof, including without limitation, each trademark registration and application therefor set forth in **Schedule A** attached hereto, together with all the goodwill of the business connected with the use of or symbolized by, each Trademark, and all extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties or conventions and all other rights corresponding thereto 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 proceeds and damages relating thereto.

## 2. Recordation

Assignor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record and register this Agreement upon request by the Assignee.

## 3. Representations and Warranties

Assignor hereby represents and warrants to Assignee that:

(a) Upon the filing of a UCC financing statement naming the Assignor as "debtor" and the Assignee as "secured party" and describing the Trademark Collateral in the Delaware Secretary of State's Office and the recording of this Agreement in the form set forth in the U.S. Patent and Trademark Office within three (3) months of the date hereof, against the Trademark Collateral, the security interests granted to Assignee hereunder constitute valid and perfected first priority Liens;

(b) **Schedule A** attached hereto sets forth a true and complete list of all trademark registrations of and applications for trademarks owned by Assignor;

(c) It is the sole and exclusive owner of the entire right, title, and interest in and to all the trademarks identified on **Schedule A**, free and clear of all Liens, claims, encumbrances and material licenses, granted by Assignor;

(d) Assignor is a limited liability company, and has been duly organized and is validly existing and in good standing pursuant to the laws of the State of Delaware with requisite power and authority to own its properties and to transact the businesses in which it is now engaged. Assignor has duly qualified to do business and is in good standing in each jurisdiction where it is required to be so qualified in connection with its properties, businesses and operations. Assignor possesses all rights, licenses, permits and authorizations, governmental or otherwise, necessary to entitle it to own its properties and to transact the businesses in which it is now engaged. There are no arbitration proceedings, governmental investigations, actions, suits or proceedings at law or in equity by or before any governmental authority now pending or threatened against or affecting Assignor which, if determined against Assignor, would have a material adverse effect on Assignor or the Trademark Collateral; and

(e) Assignor has full power to and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement has been duly executed and delivered by, or on behalf of Assignor and constitutes legal, valid and binding obligations of Assignor, enforceable against Assignor in accordance with its terms, subject only to applicable bankruptcy, insolvency and similar laws affecting rights of creditors generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

#### 4. Covenants and Agreements

Assignor hereby covenants and agrees as follows:

(a) Assignor shall not do any act or omit to do any act whereby any of the Trademark Collateral may lapse, or become abandoned, dedicated to the public, or unenforceable;

(b) Upon written demand from the Assignee following a Default, Assignor shall assign, convey or otherwise transfer to the Assignee all of Assignor's right, title and interest in and to the Trademark Collateral and shall execute and deliver to the Assignee such documents as are necessary to effectuate and record such assignment, conveyance, or transfer of, or other evidence of foreclosure upon, such Trademark Collateral; and

(c) In the event of any assignment, conveyance or other transfer of any of the Trademark Collateral, the goodwill symbolized by such Trademark Collateral shall be included in such sale or transfer.

#### 5. Termination of Agreement

Upon satisfaction of the Secured Obligations (as defined in the Deed of Trust), the security interest and continuing Lien granted hereby shall terminate, and all right, title, and interest in, to, and under the Trademark Collateral shall revert and be deemed reassigned to Assignor. Upon any such termination, Assignee shall, at Assignor's request and expense, execute and deliver to Assignor such documents as Assignor shall reasonably request to evidence such termination, reversion and/or reassignment, without recourse, representation, or warranty of any kind.

6. Remedies

In addition to all other rights and remedies available to Assignee under applicable law, Assignee shall have all the rights and remedies of a secured party under the Uniform Commercial Code as in effect from time to time in the State of New York.

7. Governing Law

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN A DIFFERENT GOVERNING LAW.**

8. Counterparts

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

9. Further Assurances

Assignor hereby authorizes Assignee to file, from time to time, at Assignor's sole cost and expense, such UCC financing statements in all applicable recording offices of each applicable jurisdiction, as Assignee deems required to perfect and maintain the first priority security interest of Assignee in the Trademark Collateral. In addition, Assignor shall, at Assignor's sole cost and expense, from time to time as reasonably requested by Assignee, execute, acknowledge, record, register, file and/or deliver to Assignee such other instruments, agreements, certificates and documents (including UCC financing statements) as Assignee may reasonably request to evidence, confirm, perfect and maintain the liens granted or required to be granted to Assignee by this Agreement, and shall fully cooperate with Assignee and perform all additional acts which are necessary to effect the purposes of the foregoing.

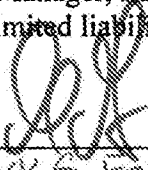
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IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Security Agreement to be duly executed and delivered by their respective officers duly authorized as of the date first above written.

“Assignor”

CP BLOCK A OWNER, LLC,  
a Delaware limited liability company

By: CP Block A Manager, LLC,  
a Delaware limited liability company,  
its Manager

By:   
Name: Mark S. Falcone  
Title: Manager

“Assignee”

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Security Agreement to be duly executed and delivered by their respective officers duly authorized as of the date first above written.

“Assignor”

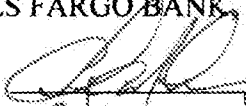
CP BLOCK A OWNER, LLC,  
a Delaware limited liability company

By: CP Block A Manager, LLC,  
a Delaware limited liability company,  
its Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Manager

“Assignee”

WELLS FARGO BANK, NATIONAL ASSOCIATION

By:   
Name: Catherine Stelton  
Title: Commercial Vice President



SCHEDULE A

**U.S. TRADEMARK REGISTRATIONS**

<b>Serial No.</b>	<b>Reg. No.</b>	<b>Mark</b>	<b>Record Owner</b>
87/017,837	5,376,062	CITIZEN RAIL	CP Block A Owner, LLC

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