

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496391

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GREYSTAR Real Estate Partners, LLC		10/31/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Greystar Worldwide, LLC		
Street Address:	18 Broad Street, Suite 300		
City:	Charleston		
State/Country:	SOUTH CAROLINA		
Postal Code:	29401		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4563981	AVANA	
Registration Number:	4563984	GREYSTAR	
Registration Number:	4978588	OVERTURE	
Registration Number:	4563986	REDEFINING EXCELLENCE IN APARTMENT LIVIN	
Serial Number:	87869289	#BEGREYSTAR	
Serial Number:	87461805	BEYOND EXPECTATIONS BE GREYSTAR	
Serial Number:	87169981	BEYOND EXPECTATIONS BE GREYSTAR	
Serial Number:	87461804	GREYSTAR	
Serial Number:	87461802	ONYX COLLECTION	
Serial Number:	87330132	ONYX COLLECTION	
Serial Number:	87461806	ONYX COLLECTION BY GREYSTAR	
Serial Number:	87330173	ONYX COLLECTION BY GREYSTAR	
Serial Number:	87617611	OVERTURE	
Serial Number:	87461808	OVERTURE	
Registration Number:	4563988	AVANA	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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TRADEMARK

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: tmdocketing@wbd-us.com
Correspondent Name: Laura A. Kees
Address Line 1: 271 17th Street NW, Suite 2400, Suite 24
Address Line 4: Atlanta, GEORGIA 30363

NAME OF SUBMITTER:	Laura Kees
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SIGNATURE:	/Laura Kees/
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DATE SIGNED:	11/01/2018
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Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS

October #

This ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of September 31, 2018, is between Greystar Real Estate Partners, LLC, a Delaware limited liability company with an address of 18 Broad Street, Suite 300 Charleston, South Carolina 29401 ("Assignor"), and Greystar Worldwide, LLC, a Delaware limited liability company with an address of 18 Broad Street, Suite 300 Charleston, South Carolina 29401 ("Assignee"), with reference to the facts and circumstances set forth below. The Assignment is effective upon execution by Assignor and Assignee.

WITNESSETH:

WHEREAS, Assignor desires to assign to Assignee all right, title and interest in and to the trademarks and related trademark applications and registrations identified in **Exhibit A** attached hereto (the "Trademarks"), together with any and all goodwill of the business associated with the Trademarks; and

WHEREAS, Assignee is a successor to the portion of the business to which the Trademarks pertain; and

WHEREAS, Assignee desires to acquire the Trademarks and all goodwill of the business associated therewith from Assignor; and

WHEREAS, Assignor and Assignee desire to confirm of record the assignment of the Trademarks to Assignee;

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

1. Assignor hereby assigns to Assignee all right, title and interest in and to the Trademarks, together with (i) the goodwill and the business symbolized by the Trademarks and (ii) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of the Trademarks.

2. Assignor further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Trademarks and all other rights hereby conveyed.

3. This Assignment may be executed in any number of counterparts and signatures may be delivered by electronic mail in portable document format (PDF), each of which may be executed by less than all parties, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective authorized officers, all as of the day and year first above written.

ASSIGNOR:

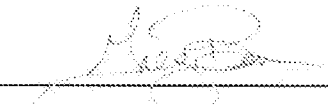
Greystar Real Estate Partners, LLC

By:  _____

Its: Vice President _____

ASSIGNEE:

Greystar Worldwide, LLC

By:  _____

Its: Vice President _____

**EXHIBIT A
U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS**

Trademark	Serial No.	Application Date	Registration No.	Registration Date
#BEGREYSTAR	87/869,289	April 9, 2018	N/A	N/A
AVANA	86/131,177	November 27, 2013	4,563,981	July 8, 2014
AVANA & Design 	86/131,197	November 27, 2013	4,563,988	July 8, 2014
BEYOND EXPECTATIONS BE GREYSTAR 	87/461,805	May 24, 2017	N/A	N/A
BEYOND EXPECTATIONS BE GREYSTAR 	87/169,981	September 13, 2016	N/A	N/A
GREYSTAR	86/131,184	November 27, 2013	4,563,984	July 8, 2014
GREYSTAR	87/461,804	May 24, 2017	N/A	N/A
ONYX COLLECTION	87/461,802	May 24, 2017	N/A	N/A
ONYX COLLECTION	87/330,132	February 9, 2017	N/A	N/A
ONYX COLLECTION BY GREYSTAR	87/461,806	May 24, 2017	N/A	N/A
ONYX COLLECTION BY GREYSTAR	87/330,173	February 9, 2017	N/A	N/A
OVERTURE	87/617,611	September 21, 2017	N/A	N/A
OVERTURE	86/279,195	May 12, 2014	4,978,588	June 14, 2016
OVERTURE	87/461,808	May 24, 2017	N/A	N/A
REDEFINING EXCELLENCE IN APARTMENT LIVING	86/131,189	November 27, 2013	4,563,986	July 8, 2014