

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496388

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 Student Housing Growth and Income Trust		09/20/2018	real estate investment trust: MARYLAND
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: 4			
Property Type	Number	Word Mark	
Registration Number:	4334857	EDR	
Registration Number:	4334856	EDR	
Registration Number:	4892963	LIVE HERE LIVE WELL	
Registration Number:	3813841	THE ONE PLAN	
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>		
Phone:	3038997300		
Email:	BoxIP@hoganlovells.com		
Correspondent Name:	Mark Pereira, Hogan Lovells US LLP		
Address Line 1:	1601 Wewatta Street, Suite 900		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	752558.000001		
NAME OF SUBMITTER:	Mark Russell Pereira		
SIGNATURE:	/MP/		
DATE SIGNED:	11/01/2018		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Trademark Assignment"), dated as of September 20, 2018, is entered into by and between Greystar Student Housing Growth and Income Trust, f/k/a GSHGIF REIT, a Maryland real estate investment trust ("Assignor"), and Greystar Worldwide, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor desires to assign, transfer, convey and deliver all of its right, title and interest throughout the world in and to the marks "EdR", "LIVE HERE LIVE WELL", "THE ONE PLAN", and the marks identified on Schedule A hereto, as well as all derivatives of the foregoing and marks substantially similar thereto (collectively, the "Marks"), and the goodwill associated therewith and symbolized thereby, to Assignee; and

WHEREAS, Assignor and Assignee hereby acknowledge such assignment, transfer, conveyance and delivery of all right, title and interest of Assignor throughout the world in and to the Marks.

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

1. Assignor hereby irrevocably assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts, all right, title, and interest of Assignor throughout the world in and to the Marks, the goodwill associated therewith and symbolized thereby, and any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to the Marks, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives.

2. Assignor hereby irrevocably assigns to Assignee any and all claims and causes of action with respect to any of the Marks, whether accruing 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 damages.

3. This Trademark Assignment shall be binding upon Assignor, its successors and assigns and all others acting by, through, with or under their direction, and all those in privity therewith.

4. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, at Assignor's cost and expense, Assignor shall take such steps and actions, and provide cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including, without limitation the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of

attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Marks to Assignee contemplated herein, or any assignee or successor thereto.


5. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

6. This Trademark Assignment, and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Trademark Assignment or the negotiation, execution or performance of this Trademark Assignment, shall be governed by and construed in accordance with the laws of the State of Maryland, without giving effect to any choice or conflict of law provision or rule (whether of the State of Maryland or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Maryland.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment as of the date first written above.

**GREYSTAR STUDENT HOUSING GROWTH
AND INCOME TRUST**

By:  _____

Name: A. Joshua Carper

Title: Vice President

GREYSTAR WORLDWIDE, LLC

By: _____

Name: J. Derek Ramsey

Title: Vice President

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment as of the date first written above.

**GREYSTAR STUDENT HOUSING GROWTH
AND INCOME TRUST**

By: _____

Name: A. Joshua Carper

Title: Vice President

GREYSTAR WORLDWIDE, LLC



By: _____

Name: J. Derek Ramsey

Title: Vice President

SCHEDULE A

Marks

	Trademark	Jurisdiction	Registration and Serial Numbers and Dates
1	EdR (logo) 	United States	Registration No. 4,334,857 Registration Date 5-14-2013 Serial No. 85-737,850, Filed 9-25-2012
2	EdR (word)	United States	Registration No. 4,334,856 Registration Date 5-14-2013 Serial No. 85-737,839, Filed 9-25-2012
3	Live here Live well (logo) 	United States	Registration No. 4,892,963 Registration Date 1-26-2016 Serial No. 86-673,175, Filed 6-24-2015
4	THE ONE PLAN	United States	Registration No. 3,813,841 Registration Date 7-6-2010 Serial No. 77/871,730, Filed 11-12-2009

SCHEDULE A TO TRADEMARK ASSIGNMENT AGREEMENT