

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503121

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goldman Sachs & Co. LLC		12/07/2018	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	SIMON Group LLC		
Street Address:	125 West 25th Street, 3rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87387535	SIMON	
Serial Number:	88181400	SIMON PRODUCT SCHEMA	
CORRESPONDENCE DATA			
Fax Number:	2146616876		
<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:	214-953-5758		
Email:	sborrelli@docket@jw.com		
Correspondent Name:	Sara K. Borrelli		
Address Line 1:	2323 Ross Avenue, Suite 600		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	101227.00061		
NAME OF SUBMITTER:	Sara K. Borrelli		
SIGNATURE:	/Sara K. Borrelli/		
DATE SIGNED:	12/21/2018		
Total Attachments: 6			
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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this “Assignment”) is entered into as of the 7th day of December, 2018 (the “Effective Date”), by and between Goldman Sachs & Co. LLC (“Assignor”) and SIMON Group LLC (“Assignee”).

A. Assignor and Assignee are parties to that certain Asset Contribution Agreement dated as of the Effective Date by and among Goldman Sachs PSI Global Holdings, LLC, Goldman Sachs & Co. LLC, SIMON Group LLC, SIMON Technologies LLC, and SIMON Markets LLC (the “Asset Contribution Agreement”).

B. Pursuant to the Asset Contribution Agreement, Assignor has contributed to Assignee, and Assignee has received and accepted from Assignor and its Affiliates, all of the trademarks and trademark applications as more fully described on Schedule A hereto (the “Transferred Marks”) and all of the Assumed Liabilities associated therewith.

C. In connection with the consummation of the transactions contemplated by the Asset Contribution Agreement, the parties hereto are executing and delivering this Assignment to the other parties hereto.

NOW, THEREFORE, in consideration of the transactions contemplated in the Asset Contribution Agreement and the covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Capitalized Terms. Unless otherwise defined herein, capitalized terms have the meanings set forth in the Asset Contribution Agreement.

2. Assignment. Assignor hereby contributes, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby receives, acquires and accepts from Assignor, all of Assignor’s and its Affiliates’ rights, title and interests in, to and under the Transferred Marks and to any and all of the following (collectively, the “Trademark Rights”), together with the goodwill of the SIMON Business associated therewith and symbolized thereby and with all of the Assumed Liabilities associated therewith:

(a) all trademarks and trademark applications that constitute the Transferred Trademarks;

(b) all issuances, extensions and renewals of any item in any of the foregoing category (a);

(c) all foreign trademarks, trademark applications, and counterparts relating to any item in any of the foregoing categories (a) and (b);

(d) all rights of any kind whatsoever to apply in any or all countries of the world for trademarks, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (c), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the Madrid System for the International

Registration of Marks, or any other convention, treaty, agreement, or understanding throughout the world;

(e) all claims and causes of action and other enforcement rights under, or on account of, any of the Transferred Trademarks or any item in any of the foregoing categories (b) through (e) to the extent arising or relating to actions or events following the Closing, including, without limitation, all claims and causes of action and other enforcement rights for (1) damages; (2) injunctive relief, and (3) any other remedies of any kind for infringement, misappropriation, violations, misuse, dilutions, breach or default, including, without limitation, the right to sue and to collect or otherwise recover any such damages; and

(f) all rights to collect royalties, fees, income and other payments under or on account of any of the Transferred Trademarks or any item in any of the foregoing categories (b) through (e), in each case, to the extent arising or relating to actions or events following the Closing.

3. Authorization of Governmental Agencies. Assignor authorizes and requests that the Commissioner of Patents and Trademarks and any other respective patent or trademark office, government officer or governmental agency in any jurisdiction to record and register this Assignment upon request of the Assignee and issue any and all registrations or other governmental grants or issuances that may be granted upon any of the Trademark Rights in the name of Assignee, as the assignee to the entire interest therein. Following the date hereof, upon Assignee's request and at Assignee's cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Transferred Trademarks to Assignee or any successors and assigns thereto.

4. Miscellaneous. All of the terms and provisions of this Assignment will apply to, be binding in all respects upon and inure to the benefit of the parties hereto and their respective successors and assigns. None of the provisions of this Assignment shall be varied or terminated except by written agreement of the parties hereto. If any provisions of this Assignment shall be held invalid or unenforceable by any court of competent jurisdiction, the remainder of this Assignment shall not be affected thereby and each other term, covenant, condition, and provision shall be valid and enforceable to the fullest extent permitted by law. This Assignment may be signed in any number of counterparts (including counterparts delivered by facsimile or electronic transmission), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The headings contained in this Assignment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Assignment.

5. No Third-Party Beneficiaries. This Assignment is for the sole benefit of the parties hereto and their permitted successors and assigns, and nothing herein expressed or implied shall give or be construed to give to any Person, other than the parties hereto and such successors and assigns, any legal or equitable rights, remedy or claim hereunder.

6. Governing Law. This Assignment shall be governed by, construed under and enforced in accordance with the laws of the State of New York, without giving effect to any choice or conflict of laws provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Trademarks to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

GOLDMAN SACHS & CO. LLC

lll

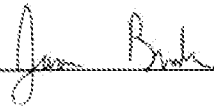
By: *[Signature]*

Name: ASHWIN GUPTA
Title: MANAGING DIRECTOR

[Signature Page to Assignment of Trademarks]

ASSIGNEE:

SIMON GROUP LLC

By: _____ 

Name: Jason Broder

Title: Chief Executive Officer

[Signature Page to Assignment of Trademarks]

SCHEDULE A
Transferred Marks

Trademarks:

SIMON – EUTM registration number 16513475, registered July 28, 2017

Trademark Applications:

SIMON – US Trademark application number 87/387535, filed March 27, 2017

SIMON PRODUCT SCHEMA –

- US Trademark application number 88/181,400, filed on November 5, 2018
- EU Trademark application number 017981409, filed on November 6, 2018
- UK Trademark application number UK00003351279, filed on November 6, 2018