

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501756

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KHP IV DC TRS LLC		12/11/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	NW DC Property LLC		
Street Address:	575 Fifth Avenue		
Internal Address:	23rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5429169	THE DARCY	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	2124553222		
Email:	jmull@stblaw.com		
Correspondent Name:	Alexander Raytman		
Address Line 1:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	071321/0169		
NAME OF SUBMITTER:	J. Jason Mull		
SIGNATURE:	/J. Jason Mull/		
DATE SIGNED:	12/12/2018		
Total Attachments: 5			
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ASSIGNMENT AND ASSUMPTION OF TRADEMARK

This Assignment and Assumption of Trademark (this "Agreement") is made as of December 11, 2018 (the "Effective Date") by and between KHP IV DC TRS LLC, a Delaware limited liability company ("Assignor"), and NW DC Property LLC, a Delaware limited liability company ("Assignee").

RECITALS:

WHEREAS, KHP IV DC LLC, a Delaware limited liability company ("Seller") and Assignee are parties to that certain Purchase and Sale Agreement dated as of October 12, 2018, (as the same may be amended, assigned or otherwise modified from time to time, the "Purchase Agreement") pursuant to which Seller has agreed to transfer to Assignee certain assets of the Seller.

WHEREAS, the Seller and Assignee intend and agree that the Assignee should own the trademark set forth on Exhibit A attached hereto (the "Trademark");

WHEREAS, Assignor is an Affiliate of Seller;

WHEREAS, pursuant to the Purchase Agreement, the Seller and Assignee intend and agree that the Assignee should own all of Assignor's right, title and interest in and to the Trademark, together with the goodwill of the business symbolized thereby, to Assignee, and Assignee agreed to acquire the Trademark;

WHEREAS, the Assignor and Assignee have agreed to enter into this Agreement in order to consummate the transactions contemplated in the Purchase Agreement; and

WHEREAS, all capitalized terms used herein but not defined herein shall have the meanings given them in the Purchase Agreement;

NOW THEREFORE, in consideration of the mutual agreements herein and other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment to Assignee. Effective as of the Effective Date, Assignor does hereby sell, assign, transfer, grant, convey, deliver and set over unto Assignee, free and clear of all liens, and Assignee hereby accepts, all of its right, title, and interest in and throughout the world, to and under the Trademark (including without limitation, any registrations and applications therefor, any renewals of the registrations, and all other corresponding rights that are or may be secured under the laws of any country or jurisdiction, now or hereafter in effect, and any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's legal representatives, successors and assigns, for and during the existence of the Trademark, as fully and as entirely as the same would have been held and enjoyed by Assignors had this Agreement not been made, together with all income,

royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Trademark, along with the right to sue for past or future infringements thereof and collect the same, the right to secure registration of the Trademark and of this Agreement, and the right to initiate other proceedings before all governmental authorities with respect to the Trademark.

2. Registration. Assignor does hereby authorize the Commissioner for Trademarks of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Trademark and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this Agreement. From and after the Effective Date, Assignee shall be solely responsible for the maintenance and renewal of all registrations and Assignee shall take such actions and provide such information as is necessary to maintain the recorded trademark registrations, applications and title to the recorded Trademark. At the request and expense of Assignee, Assignor shall execute and deliver any further documents and take any further actions that may be reasonably necessary or desirable to assist Assignee in perfecting and recording the assignment, transfer, conveyance and delivery in Section 1.

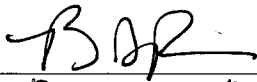
3. Miscellaneous. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Assignor and Assignee and their respective successors and assigns. This Agreement shall be governed by, construed under, and interpreted and enforced in accordance with, the laws of Washington, District of Columbia. This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

[Remainder of page intentionally blank. Signature page(s) to follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as a sealed instrument, as of the date first above written.

ASSIGNOR:

KHP IV DC TRS LLC,
a Delaware limited liability company

By: 
Name: Benjamin Rowe
Title: Treasurer

[Signatures continue on next page]

Signature Page for Assignment and Assumption of Trademarks

TRADEMARK
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ASSIGNEE:

NW DC PROPERTY LLC,
a Delaware limited liability company

By: 
Name: Jordan Kornberg
Title: Managing Director, Vice President
and Assistant Secretary

Signature Page for Assignment and Assumption of Trademarks

TRADEMARK
REEL: 006549 FRAME: 0837

EXHIBIT A

Trademark

Trademark: The Darcy

Reg. No. 5429169