

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM520364

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TS 405 Lexington Owner, L.L.C.		04/05/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	R&S Chrysler LLC		
<b>Street Address:</b>	390 Park Avenue, 3rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3318064	CHRYSLER BUILDING	
<b>Registration Number:</b>	3318065	CHRYSLER CENTER	
<b>Registration Number:</b>	5034166		
<b>Registration Number:</b>	1126888		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129847700		
	<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>	312-372-2000		
<b>Email:</b>	jmikulina@mwe.com, zbeal@mwe.com, ipdocketchicago@mwe.com		
<b>Correspondent Name:</b>	Jennifer M. Mikulina		
<b>Address Line 1:</b>	444 West Lake Street, Suite 4000		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-0029		
<b>ATTORNEY DOCKET NUMBER:</b>	052498-0142		
<b>NAME OF SUBMITTER:</b>	Jennifer M. Mikulina		
<b>SIGNATURE:</b>	/Jennifer M. Mikulina/		
<b>DATE SIGNED:</b>	04/23/2019		
<b>Total Attachments: 5</b>			
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## **TRADEMARK ASSIGNMENT**

This Trademark Assignment (this "Trademark Assignment"), effective as of April 5, 2019 (the "Effective Date"), is made by and TS 405 Lexington Owner, L.L.C., a Delaware limited liability company ("Assignor"), and R&S Chrysler LLC, a Delaware limited liability company ("Assignee").

### **RECITALS**

A. Assignor owns certain intellectual property rights associated with the Chrysler Building, including the trademarks, service marks, and design marks listed on Exhibit A, together with the goodwill associated therewith (together, the "Marks"); and

B. Pursuant to the terms of that certain Sale, Purchase and Escrow Agreement, dated as of March 8, 2019, and that certain Assignment and Assumption of Contracts and Other Property Interests by and among Assignor and Assignee, dated as of the Effective Date (collectively, the "Purchase Agreement"), Assignor has agreed to transfer all of its right, title and interest in and to the Marks to Assignee, and Assignee desires to acquire such rights in the Marks.

### **AGREEMENT**

For the good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged and accepted, Assignor and Assignee hereby agree as follows:

1. Assignor does hereby sell, assign, transfer, convey and deliver to Assignee, its successors and permitted assigns, all right, title and interest, in and to the Marks, and all of the goodwill of the business associated with the Marks, together with that portion of Assignor's business that is ongoing and existing to which the Marks pertain, and all registrations and pending applications for the Marks, any renewals of the registrations, in all countries throughout the world, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Trademark Assignment had not been made, together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.
2. Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Marks, to record this Trademark Assignment.
3. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement.

4. Assignor agrees, without out-of-pocket cost to Assignor, to execute further papers and to do such other acts as may be reasonably requested by Assignee to vest full title in and to the Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce the Marks.

5. This Trademark Assignment may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

6. This Trademark Assignment shall be governed by and enforced in accordance with the laws of the State of New York.

7. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

8. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

\* \* \*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed as of the Effective Date.

ASSIGNOR:

ASSIGNEE:

TS 405 Lexington Owner, L.L.C.

R&S Chrysler LLC

By: Michael B Benner *MB*  
Name: **Michael B. Benner**  
Title: **Vice President and Secretary**

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

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed as of the Effective Date.

ASSIGNOR:

TS 405 Lexington Owner, L.L.C.

ASSIGNEE:



R&S Chrysler LLC

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

By: \_\_\_\_\_  
Name:  
Title: Richard Froom  
Vice President

**EXHIBIT A**

**The Marks**

<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Status</b>	<b>Goods/Services</b>
CHRYSLER BUILDING	3318064	October 23, 2007	Renewed October 23, 2017	(Int'l Class: 36) real estate services, namely, leasing, brokerage, management, and consultation related to real estate; leasing of retail space and fully equipped executive office space
CHRYSLER CENTER	3318065	October 23, 2007	Renewed October 23, 2017	(Int'l Class: 36) real estate services, namely, leasing, brokerage, management, and consultation related to real estate; leasing of retail space and fully equipped executive office space
Design Only 	5034166	September 6, 2016	Registered Principal Register - Sec. 2(F) September 6, 2016	(Int'l Class: 21) giftware, namely, porcelain miniature buildings
Design Only 	1126888	November 20, 1979	Renewed November 20, 2009	(Int'l Class: 36) leasing office space and attendant services to tenants