### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM538328

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Delaware Life Insurance Company		08/27/2019	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Green Street Advisors, LLC		
Street Address:	660 Newport Center Drive		
Internal Address:	Suite 800		
City:	Newport Beach		
State/Country:	CALIFORNIA		
Postal Code:	92660		
Entity Type:	Limited Liability Company: DELAWARE		

### **PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	3996188	HEARD ON THE BEACH
Registration Number:	4000868	GREEN STREET ADVISORS
Registration Number:	2176725	GREEN STREET
Registration Number:	4373819	COMMERCIAL PROPERTY PRICE INDEX
Serial Number:	86445774	COMMERCIAL PROPERTY OUTLOOK
Serial Number:	86445606	GREEN STREET DATAHUB
Serial Number:	86445601	GREEN STREET DATATOOLS
Serial Number:	86445565	GREEN STREET DATAVAULT
Serial Number:	86445769	REAL ESTATE SECURITIES MONTHLY
Registration Number:	4619864	GREEN STREET ADVISORS REAL ESTATE ANALYT
Serial Number:	86019071	GREEN STREET SURPRISE INDEX

### **CORRESPONDENCE DATA**

900512712

Fax Number: 7043782057

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.

Phone: 7043312359

iplaw@mvalaw.com, cindigraser@mvalaw.com Email:

Moore & Van Allen PLLC **Correspondent Name:** 

TRADEMARK

REEL: 006730 FRAME: 0164

Address Line 1: 100 North Tryon Street

Address Line 2: Suite 4700

Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER:

James Van Cleave Gambrell

/James Van Cleave Gambrell/

**DATE SIGNED:** 08/27/2019

**Total Attachments: 6** 

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# TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of August 27, 2019 ("**Release**"), is made by DELAWARE LIFE INSURANCE COMPANY, a Delaware corporation, as agent ("**Agent**") in favor of GREEN STREET ADVISORS, LLC, a Delaware limited liability company (f/k/a GREEN STREET RESEARCH, LLC) ("**Company**").

WHEREAS, pursuant to that certain Credit Agreement dated as of December 15, 2014, (the "Credit Agreement"), entered into by and among Green Street Parent, LLC, a Delaware limited liability company and an Affiliate of the Company ("Borrower"), Green Street Topco, LLC, a Delaware limited liability company ("Holdings"), Agent, and the lenders from time to time party thereto ("Lenders"), the Lenders agreed to extend certain term and revolving loans to the Borrower;

**WHEREAS**, pursuant to the Credit Agreement, Borrower, Holdings, Company, Green Street Investors LLC, a Delaware limited liability company ("**GSI**"), and Agent entered into that certain Pledge and Security Agreement dated as of December 15, 2014 (the "**Security Agreement**"), whereby Company granted to Agent, for the benefit of the Lenders, a security interest in certain Collateral;

**WHEREAS**, pursuant to the Security Agreement, Company executed and delivered to Agent, for the benefit of the Lenders, the Intellectual Property Security Agreement (the "**IP Security Agreement**") under which Company granted to Agent a security interest in all of Company's rights, priorities, and privileges relating to the Intellectual Property Collateral; and

**WHEREAS**, the IP Security Agreement was recorded at the United States Patent and Trademark Office ("**USPTO**") on January 11, 2015, at Reel 5438 Frame 0042.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Agent, on behalf of the Lenders, and Company agree as follows:

- **SECTION 1**. <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or IP Security Agreement.
- **SECTION 2**. <u>Termination and Release</u>. Agent, on behalf of the Lenders, without representation, warranty, or recourse, hereby:
- (a) terminates, cancels, discharges, and releases the security interest in Company's rights, priorities and privileges relating to all Intellectual Property Collateral thereof granted pursuant to the Security Agreement or IP Security Agreement, including the following:
  - (i) all copyright rights (whether now or hereafter arising) in any and all media (whether now or hereafter developed), in and to all original works of authorship fixed in any tangible medium of expression, acquired or used by Company, whether registered or unregistered and whether published or unpublished, all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Copyright Office set forth on **Exhibit A** or in any similar office or agency of the United States, any other union of countries, country or any political subdivision thereof);

- (ii) all domestic and foreign letters patent, design patents, utility patents, industrial designs, inventions, ideas, concepts, methods, techniques, processes, proprietary information, technology, know-how, formulae, rights of publicity and other general intangibles of like nature, now existing or hereafter acquired, all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office set forth on **Exhibit B** attached hereto, or in any similar office or agency of the United States or union of countries, any other country or any political subdivision thereof), and all reissues, divisions, continuations, continuations in part and extensions or renewals thereof;
- (iii) all trademarks (other than any "intent to use" trademark applications for which a statement of use or amendment to allege use has not been filed (but only until such statement is filed and to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable Federal Law)), trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos, domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, (including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office set forth on **Exhibit C** attached hereto, or in any similar office or agency of the United States or union of countries, any other country or any political subdivision thereof), and all reissues, divisions, continuations, continuations in part and extensions or renewals thereof, and all common law rights related thereto, together with all goodwill of the business symbolized by such marks and all customer lists, formulae and other records of Company relating to the distribution of products and services in connection with which any of such marks are used;
- (iv) all trade secrets arising under the laws of the United States, any other union of countries, country or any political subdivision thereof;
  - (v) all rights to obtain any reissues, renewals or extensions of the foregoing;
  - (vi) all licenses for any of the foregoing; and
  - (vii) all causes of action for infringement of the foregoing; and
- (b) authorizes the recordation of this Release with the USPTO at Company's expense.

**SECTION 3**. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

**IN WITNESS WHEREOF**, the Agent, on behalf of the Lenders, has caused this Release to be duly executed as of the date first set forth above.

Agent:

DELAWARE LIFE INSURANCE COMPANY, as Agent

By: \_\_\_\_\_

Name: James Alban
Title: Authorized Signer

### EXHIBIT A

Copyrights

### EXHIBIT B

Patents

### **EXHIBIT C**

#### Trademarks

### U.S. and International Common Law, Pending and Registered Marks

- 1. HEARD ON THE BEACH (U.S. Reg. #3996188)
- 2. GREEN STREET ADVISORS & design (U.S. Reg. #4000868)



## **Green Street Advisors**

- 3. GREEN STREET (U.S. Reg. #2176725)
- 4. COMMERCIAL PROPERTY PRICE INDEX (U.S. Reg. #4373819)
- 5. COMMERCIAL PROPERTY OUTLOOK (U.S. Appl. #86445774)
- 6. GREEN STREET DATAHUB (U.S. Appl. #86445606)
- 7. GREEN STREET DATATOOLS (U.S. Appl. #86445601)
- 8. GREEN STREET DATAVAULT (U.S. Appl. #86445565)
- 9. REAL ESTATE SECURITIES MONTHLY (U.S. Appl. #86445769)
- 10. GREEN STREET ADVISORS (Community Trademarks) (CTM Reg. #10320811)
- 11. GREEN STREET ADVISORS (International Register) (IR Reg. #1129298) (CH, LI, NO)
- 12. GREEN STREET ADVISORS REAL ESTATE ANALYTICS (U.S. Reg. #4619864)
- 13. GREEN STREET SURPRISE INDEX (U.S. Appl. #86019071) (intent-to-use application)

TRADEMARK
REEL: 006730 FRAME: 0171

**RECORDED: 08/27/2019**