

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM542288

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EBNB 70 Pine Owner LLC		09/23/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA		
Street Address:	2001 Ross Avenue		
Internal Address:	30th Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Chartered Bank: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5259243	70 PINE	
CORRESPONDENCE DATA			
Fax Number:	3125548015		
<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:	312-554-8000		
Email:	blc@pattishall.com		
Correspondent Name:	Bradley L. Cohn		
Address Line 1:	200 S. Wacker Drive		
Address Line 2:	Suite 2900		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	2772-34		
NAME OF SUBMITTER:	Bradley L. Cohn		
SIGNATURE:	/bradleycohn/		
DATE SIGNED:	09/24/2019		
Total Attachments: 5			
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SHORT FORM TRADEMARK SECURITY AGREEMENT

This SHORT FORM TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated September 23, 2019, is made by EBNB 70 PINE OWNER LLC (“Pledgor”), in favor of GOLDMAN SACHS BANK USA, a New York state-chartered bank (together with all its successors and assigns, the “Mortgagee”), whose address for all purposes hereunder is 2001 Ross Avenue, 30th Floor, Dallas, Texas 75201. Terms used but not defined herein shall have the meaning assigned to them in the Loan Agreement (defined below).

RECITALS:

A. Lender has entered into certain Loan Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), pursuant to which the Lender has agreed to make loans to Pledgor and certain other Borrowers thereto, secured by the liens and security interests of certain security agreements.

B. In connection with the Loan Agreement, the Pledgor entered into that certain Amended, Restated and Consolidated Mortgage, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Mortgage”) to secure Pledgor’s obligations under the Loan Agreement.

C. Under the terms of the Mortgage, the Pledgor has granted to the Lender a security interest in, among other property, certain Trademarks (as defined in the Mortgage) of the Pledgor, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

D. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor agrees as follows:

Section 1. Grant of Security. The Pledgor hereby pledges, and grants to the Lender, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Indebtedness, a first priority security interest in and Lien on all of Pledgor’s worldwide right, title and interest to the Trademarks set forth on Schedule A attached hereto, together with the right to sue for past, present, and future infringements, dilutions or violations of such Trademarks and all goodwill associated with or symbolized by such Trademarks (collectively, the “Trademark Collateral”).

Section 2. Security for Obligations. The grant of a security interest in the Trademark Collateral by the Pledgor under this Trademark Security Agreement secures the payment of all Indebtedness of the Pledgor now or hereafter existing under or in respect of the Loan Agreement, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to the Pledgor, the payment of all amounts that constitute part of the secured Indebtedness and that would be owed by the Pledgor to any Lender

under the Loan Agreement but for the fact that such secured Indebtedness is unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Pledgor.

Section 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Pledgor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Pledgor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

Section 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Mortgage. The Pledgor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of the Lender with respect to the Trademark Collateral are more fully set forth in the Mortgage, the terms and provisions of which are incorporated herein by reference as if fully set forth herein, and that such grant of security interest herein is in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Mortgage. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Mortgage, the terms of the Mortgage shall govern.

Section 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Mortgage shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

IN WITNESS WHEREOF, the parties hereto have duly executed this Short Form IP Security Agreement as of the day and year first above written.

[Signatures on following page]

LENDER:

GOLDMAN SACHS BANK USA,
a New York state-chartered bank

By: 

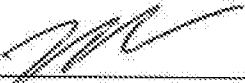
Name:

Michael Ellis

Title:

Authorized Signatory

EBNB 70 PINE OWNER LLC,
a Delaware limited liability company

By: 
Name: MARC EHRlich
Title: AUTHORIZED SIGNATORY

**SCHEDULE A
TRADEMARKS**

Mark	Jurisdiction	Reg. No.	Class/Goods/Services	Owner
70 Pine	U.S. Federal	5259243	Class 36 – Real estate leasing and management services, namely, listing, leasing, and managing residential and commercial property.	EBNB 70 Pine Owner LLC