

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM545165

<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>
Wells Fargo & Company		10/01/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Eastdil Secured Intermediate Holdings LLC		
<b>Street Address:</b>	100 Wilshire Boulevard		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90401		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3872358	EASTDIL SECURED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127540330		
<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>	212-907-7388		
<b>Email:</b>	ejaffe@golenbock.com		
<b>Correspondent Name:</b>	Elizabeth A. Jaffe		
<b>Address Line 1:</b>	711 Third Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>NAME OF SUBMITTER:</b>	Elizabeth A. Jaffe		
<b>SIGNATURE:</b>	/Elizabeth A. Jaffe/		
<b>DATE SIGNED:</b>	10/15/2019		
<b>Total Attachments: 6</b>			
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OP \$40.00 3872358

## IP Assignment Agreement

This IP Assignment Agreement (this "Assignment"), dated as of October 1, 2019 (the "Effective Date"), is made by and between Wells Fargo & Company, a Delaware corporation ("Assignor") and Eastdil Secured Intermediate Holdings LLC ("Assignee").

**WHEREAS**, Assignee and Wells Fargo Bank, Ltd. ("Bank"), an affiliate of Assignor, have entered into that certain Membership Interest and Assets Purchase Agreement, dated June 10, 2019, (as amended from time to time, the "Purchase Agreement"), pursuant to which Bank and Assignee agreed to transfer to Assignee, among other assets and interests, the Transferred Intellectual Property upon the Closing (each as defined in the Purchase Agreement); and

**WHEREAS**, the Parties wish to execute and record this Assignment as evidence the assignment and transfer of all of Assignor's right, title and interest in and to the trademark registrations identified on Schedule A hereto (collectively, the "Registered Trademarks") and the other assets identified on Schedule B (such assets, together with the Registered Trademarks, collectively, the "Assigned IP").

**NOW, THEREFORE**, in consideration of the premises and covenants set forth herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby conveys, assigns and transfers to Assignee and its successors and assigns, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Assigned IP, including the Registered Trademarks, together with the goodwill associated with the foregoing.

2. Recordation. The Parties hereby authorize the relevant authorities at the United States Patent & Trademark Office, or any applicable foreign, national or regional equivalent thereto, to record this Assignment. Assignee acknowledges that it is Assignee's responsibility to record this Assignment.

3. Relationship to Purchase Agreement. The assignment granted herein has been granted in connection with the Purchase Agreement and is expressly subject to the terms and conditions thereof. Capitalized terms used but not defined in this Assignment shall have the meanings ascribed to such terms in the Purchase Agreement. EXCEPT AS EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT, ASSIGNOR'S RIGHTS, TITLE AND INTEREST IN THE ASSIGNED IP ARE ASSIGNED "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF OR RELATED TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY OR ENFORCEABILITY. In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

*[Signature Page to IP Assignment Agreement]*


4. Choice of Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflicts of laws provisions thereof.

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

*[signature page follows]*

IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

WELLS FARGO & COMPANY

By: 

Name: Andrew DeVillers

Title: Executive Vice President

*[Signature Page to IP Assignment Agreement]*

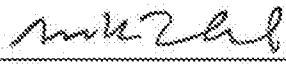
TRADEMARK

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IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

EASTDIL SECURED INTERMEDIATE  
HOLDINGS LLC

By: Eastdil Secured Holdings LLC, its sole  
member

By:   
Name: Matthew Lindland  
Title: Authorized Signatory

*[Signature Page to IP Assignment Agreement]*

**Schedule A**

**Registered Trademarks**

<u>Type</u>	<u>Country</u>	<u>Name</u>	<u>Owner</u>	<u>Classes</u>	<u>Registration Number</u>	<u>Renewal Date</u>
Service mark	USA	EASTDIL SECURED	Wells Fargo & Co.	36	3872358	November 9, 2020
Trademark & Service mark	EU	EASTDIL SECURED	Wells Fargo & Co.	16, 35, 36	EU008705774	November 23, 2019

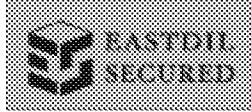
## Schedule B

### 1. Unregistered Intellectual Property

a. Eastdil



b. (design only)



c.

### 2. Internet Domain Names

a. eastdil.com

b. eastdilsecured.com

c. esi.eastdilsecured.com

d. esloansales.com