

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM569511

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Partial Release of Security Interest in Trademark		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
U.S. Bank National Association, as Collateral Agent		03/30/2020	National Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Greystar Real Estate Partners, LLC		
<b>Street Address:</b>	465 Meeting Street		
<b>Internal Address:</b>	Suite 500		
<b>City:</b>	Charleston		
<b>State/Country:</b>	SOUTH CAROLINA		
<b>Postal Code:</b>	29403		
<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>	4978588	OVERTURE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165867129		
<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>	216-586-7129		
<b>Email:</b>	clkiedrowski@jonesday.com		
<b>Correspondent Name:</b>	Carrie L. Kiedrowski, Jones Day		
<b>Address Line 1:</b>	901 Lakeside Avenue		
<b>Address Line 4:</b>	Cleveland, OHIO 44114-1190		
<b>NAME OF SUBMITTER:</b>	Carrie L. Kiedrowski		
<b>SIGNATURE:</b>	/Carrie L. Kiedrowski/		
<b>DATE SIGNED:</b>	03/30/2020		
<b>Total Attachments: 3</b>			
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source=Greystar - U.S. Bank - Executed Partial Release of Trademark Security Agreement#page2.tif			
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CH \$40.00 4978588

## PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARK

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARK, dated as of March 30, 2020 (this "Partial Release") is made by U.S. BANK NATIONAL ASSOCIATION, in its capacity as collateral agent for the benefit of the secured parties pursuant to the Indenture, as defined below, (in such capacity, the "Collateral Agent") in favor of GREYSTAR REAL ESTATE PARTNERS, LLC, a Delaware limited liability company (the "Company").

WHEREAS, pursuant to (i) that certain Indenture, dated as of November 24, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Indenture"), among Greystar Real Estate Partners, LLC (the "Company"), the Guarantors party thereto, and U.S. Bank National Association, as trustee (the "Indenture Trustee") and collateral agent (the "Collateral Agent") providing for the issuance by the Company of 5.75% Senior Secured Notes due 2025 and (ii) that certain Security Agreement, dated as of November 24, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") among the Company, the other Grantors party thereto, and the Collateral Agent entered into a certain Trademark Security Agreement, dated as of November 24, 2017, and recorded in the United States Patent and Trademark Office on November 28, 2017 at Reel 6214, Frame 0001 (the "Trademark Security Agreement"), wherein the Company pledged and granted to the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under the Trademarks as defined in the Security Agreement.

WHEREAS, the Collateral Agent intends to release the lien on and security interest in the trademark listed on Exhibit A hereto (the "Overture Trademark").

NOW, THEREFORE, intending to be legally bound hereby and in connection with the Trademark Security Agreement, the Collateral Agent hereby (i) releases the lien on and security interest in, and all of its right, title and interest in, to and under the Overture Trademark, without recourse, representation or warranty, (ii) partially terminates the Trademark Security Agreement, and (iii) releases all goodwill associated with the Overture Trademark; and (iv) releases all Proceeds, as defined in the Security Agreement (other than Excluded Assets, as defined in the Security Agreement), of the Overture Trademark, and hereby authorizes the Company or the Company's authorized representative or designee to record this Partial Release with the United States Patent and Trademark. The Collateral Agent further agrees to execute any and all other documents and take any further action which is reasonably necessary in in state, country, or jurisdiction that the Company may reasonably require to effect the intent and purpose of this Partial Release.

*(Signature page follows)*

IN WITNESS WHEREOF, Collateral Agent has caused this document to be executed on its behalf as of the date first written above.

U.S. BANK NATIONAL ASSOCIATION,  
as Collateral Agent

By: 

Name: George H. Jones

Title: vice president

Address: 1349 W. Peachtree St. Suite 1050  
Atlanta Ga 30309

*[Signature Page to Partial Release of Security Interest in Trademark]*

Schedule A

Released Trademark

<u>Mark</u>	<u>Serial No./ Filing Date</u>	<u>Reg. No./ Reg. Date</u>
OVERTURE	86/279,195/ May 12, 2014	4,978,588/ June 14, 2016