

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM598885

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Truist Bank (as successor in interest to SunTrust Bank)		09/18/2020	banking corporation:
RECEIVING PARTY DATA			
Name:	Situs Asset Management LLC		
Street Address:	150 East 52nd Street, Suite 4002		
Internal Address:	c/o SitusAMC Holdings Corporation		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2538868	COHEN FINANCIAL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2127159108		
Email:	rjurist@kramerlevin.com		
Correspondent Name:	Kramer Levin Naftalis & Frankel LLP		
Address Line 1:	1177 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	072115-00015		
NAME OF SUBMITTER:	Rachel M. Jurist		
SIGNATURE:	/Rachel M. Jurist/		
DATE SIGNED:	09/22/2020		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "Agreement") is made as of September 18, 2020 by and between Truist Bank, a North Carolina banking corporation ("Assignor"), and Situs Asset Management LLC, a Texas limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Purchase and Sale Agreement, dated as of June 24, 2020 (as such agreement may have been, or may from time to time be, amended, supplemented or otherwise modified, the "Purchase and Sale Agreement"), by and among Assignor, Assignee, and, for the limited purpose set forth therein, SitusAMC Holdings Corporation, a Delaware corporation.

WHEREAS, as successor in interest to SunTrust Bank, a Delaware chartered bank ("SunTrust"), pursuant to the merger between SunTrust and BB&T Corporation, a North Carolina bank holding company, effective as of December 6, 2019, Assignor is the owner of all right, title and interest in, to and under the trademark set forth on Schedule A attached hereto (the "Trademark"), together with the goodwill of the Business connected with and symbolized by the Trademark.

WHEREAS, pursuant to the Purchase and Sale Agreement, Assignor desires to assign to Assignee, Assignee desires to acquire from Assignor all of Assignors' right, title and interest in and to the Trademark, together with the goodwill of the Business connected with and symbolized by the Trademark.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual agreements, provisions and covenants contained herein and in the Purchase and Sale Agreement, Assignor and Assignee agree as follows:

1. **Undefined Terms**. All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Purchase and Sale Agreement.

2. **Assignment**: Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, its successors and assigns, all of its right, title and interest in, to and under the Trademark in the United States and throughout the world, together with the goodwill of the Business connected with and symbolized by the Trademark, including, without limitation, all registrations and applications therefor, the right to renew any registrations included in the Trademark, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademark, all rights to petition, sue or otherwise seek and recover damages, profits and any other remedy for any past, present or future infringements, misappropriations or other violation of the trademarks, and any priority right that may arise from the Trademark, the same to be held and enjoyed by Assignee as fully and entirely as said right, title and interest could have been held and enjoyed by Assignor had this sale, assignment, transfer conveyance and deliverance not been made.

3. **Recording.** This Agreement has been executed and delivered by Assignor to Assignee for the purpose of recording this Agreement with the United States Patent and Trademark Office (the “PTO”) or other governing authority, and the parties hereby authorize the PTO or other such governing authority to record this Agreement.

4. **Further Assurances.** At and from time to time following the Closing (as defined in the Purchase and Sale Agreement), Assignor shall take such actions as required by Section 12.17 (*Further Assurances*) of the Purchase and Sale Agreement in regard to this Agreement.

5. **Purchase and Sale Agreement.** This Agreement is in accordance with and is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Purchase and Sale Agreement, all of which are hereby incorporated herein by reference. In the event of any conflict between this Agreement and the Purchase and Sale Agreement, the terms of the Purchase and Sale Agreement shall control.

6. **Counterparts; Facsimile Signatures.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all of which when taken together shall constitute one and the same agreement. Each counterpart may be delivered by facsimile transmission or electronic transmission in portable document format, or retransmission of the same, which transmission or retransmission shall be deemed to be delivery of an originally executed document.

7. **Governing Law.** This Agreement shall be governed, including as to validity, interpretation and effect, by, and construed in accordance with, the internal Laws of the State of New York applicable to agreements made and fully performed within the State of New York.

[Remainder of page left blank intentionally. Signature page follows.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed as of the date first above written.

ASSIGNOR:

TRUIST BANK

By: Lloyd Francis
Name: Lloyd Francis
Title: EVP, Corporate Development Director

ASSIGNEE:

SITUS ASSET MANAGEMENT LLC

By: _____
Name: Michael Franco
Title: Chief Executive Officer

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed as of the date first above written.

ASSIGNOR:

TRUIST BANK

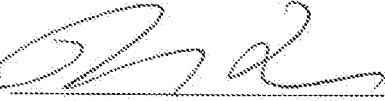
By: _____

Name:

Title:

ASSIGNEE:

SITUS ASSET MANAGEMENT LLC

By:  _____

Name: Michael Franco

Title: Chief Executive Officer

{Signature Page to Trademark Assignment Agreement}

TRADEMARK
REEL: 007058 FRAME: 0153

Exhibit A
Trademark

Registered Mark

Jurisdiction	Mark	Registration Number	Owner	Registration Date
USA	COHEN FINANCIAL	2538868	Truist Bank (as successor in interest to Suntrust Bank)	February 19, 2002