

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM654662

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GPIF CRESCENT COURT HOTEL LLC		06/11/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CRESCENT HCC OWNER LLC		
Street Address:	777 Main Street, Suite 2260		
Internal Address:	c/o Crescent Real Estate LLC		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5633971	BEAU NASH	
CORRESPONDENCE DATA			
Fax Number:	2145935822		
<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:	2145935854		
Email:	sborrelli@docket@jw.com		
Correspondent Name:	Jackson Walker LLP		
Address Line 1:	2323 Ross Avenue, Suite 600		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Sara K Borrelli		
SIGNATURE:	/Sara K. Borrelli/		
DATE SIGNED:	06/17/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "**Agreement**") is entered into this 11th day of June, 2021 (the "**Effective Date**") by and between **GPIF CRESCENT COURT HOTEL LLC**, a Delaware limited liability company ("**Assignor**"), with an address of: c/o Crescent Real Estate LLC, 777 Main Street, Suite 2260, Fort Worth, Texas 76102, and **CRESCENT HCC OWNER LLC**, a Delaware limited liability company ("**Assignee**"), with an address of: c/o Crescent Real Estate LLC, 777 Main Street, Suite 2260, Fort Worth, Texas 76102.

WHEREAS, pursuant to that certain Purchase and Sale Agreement dated as of May 12, 2021, by and between Assignor and Assignee (as amended, "**Purchase Agreement**"), Assignor has agreed to convey to Assignee certain real and personal property more specifically described in the Purchase Agreement. This Assignment is subject to the terms and conditions of the Purchase Agreement. All capitalized terms used herein and not defined shall have the meanings ascribed to them in the Purchase Agreement

WHEREAS, in connection with the closing on the sale pursuant to the Purchase Agreement, Assignor has agreed to and wishes to assign to Assignee all of Assignor's right, title, and interest in and to the trademarks as specifically and exactly listed on listed on Schedule 1 hereto, excluding the Excluded Servicemarks (collectively the "**Trademarks**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign to Assignee, as-is and without representation or warranty, all of Assignor's right, title, and interest, in and to the Trademarks together with all goodwill of the business connected with the use of and symbolized by the Trademarks and any applications and/or registrations therefor, and any rights to assert the Trademarks and to collect for all past, present, and future infringements, and claims for damages and the proceeds thereof, including, without limitation, license royalties, and proceeds of infringement suits, and all rights corresponding thereto throughout the world by reason of any past and future acts of infringement that have occurred or may occur.

Assignor hereby reserves and retains for itself (and this Agreement shall not be deemed to assign or transfer any right, title or interest in, to or under) the Excluded Servicemarks. As used hereunder, the term "**Excluded Servicemarks**" means (a) any and all names, trademarks, trade names, service marks, logos or other proprietary names, marks or designs other than the specific and exact name and service mark "Beau Nash;" (b) the names and marks, and derivatives and other variations or versions of the names and marks, "Hotel Crescent Court," "The Spa at the Crescent," and "The Crescent Club"; (c) any and all names, trademarks, trade names, service marks, logos or other proprietary names, marks or designs relating to the name "Crescent" (other than the usage of "Crescent" in the specific and exact names and service marks "Hotel Crescent Court," "The Spa at the Crescent" and "The Crescent Club"); and (d) any and all other trademarks, service marks, logos and other proprietary names, marks or designs that are the property of Assignor's hotel manager or its parents, subsidiaries or affiliates (and each and all of the foregoing in subsections (a) through (d) shall be retained and reserved by Assignor, and shall not be transferred or conveyed to Assignee). For illustrative purposes only and without limiting the foregoing, the names and marks "Hotel Crescent" and "Crescent Hotel" shall constitute Excluded Servicemarks hereunder.

Notwithstanding anything herein to the contrary, any and all signage, materials and other items containing, exhibiting, using, referring to or displaying in any manner the use of the names and marks "Hotel Crescent Court," "The Spa at the Crescent," and/or "The Crescent Club", and any derivatives or variations thereof (collectively, the "**Hotel Branded Personal Property**") shall not themselves constitute Excluded Servicemarks (subject to the terms of the Agreement).

Assignee itself and for its present, future and former officers, directors, shareholders, agents, attorneys, lenders, affiliated companies, representatives, predecessors, successors and assigns, and all other persons acting on behalf of or claiming by, through or under it, does hereby discharge Assignor, and its successors, assigns, agents, servants, employees, representatives, owners, officers, directors, members, partners, subsidiaries, parent companies, managing entities, and any of their respective present, future and former officers, directors, shareholders, members, partners, constituent owners, employees, agents, heirs, successors, and assigns from any and all claims, liabilities, actions or causes of actions, of any kind or character whatsoever, whether at law or in equity, whether known or unknown, whether contingent or absolute, which such releasing parties now have, ever had, or may hereafter have, arising out of or relating to any and all claims of infringement or any other nature whatsoever based on or any way relating to the Excluded Servicemarks or the use of the Excluded Servicemarks by any such released parties.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

This Agreement shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

Assignor shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transaction contemplated by this Agreement, including the recordation of this Agreement and perfection of Assignee's interest in and to the Trademarks in any jurisdiction. Assignor hereby authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and any other official of any applicable governmental authority to record Assignee as the assignee and owner of the Trademarks, and to issue any and all registrations from any and all applications for registration included in the Trademarks in and to the name of Assignee.

[Signatures on following page(s)]

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the date written above.

ASSIGNOR:

GPIF CRESCENT COURT HOTEL LLC,
a Delaware limited liability company

By: 
Name: **SUZANNE STEVENS**
Title: **MANAGING DIRECTOR, CHIEF FINANCIAL OFFICER**

ASSIGNEE:

CRESCENT HCC OWNER LLC,
a Delaware limited liability company

By: 
Name: SUZANNE STEVENS
Title: MANAGING DIRECTOR, CHIEF FINANCIAL OFFICER

Schedule 1

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