900632510 07/28/2021

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM663155

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900624335

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 REAL ESTATE 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: 5

Property Type	Number	Word Mark
Registration Number:	2898426	THE CRESCENT CLUB
Registration Number:	2898428	THE CRESCENT CLUB
Registration Number:	2898424	THE SPA AT THE CRESCENT
Registration Number:	2898427	THE SPA AT THE CRESCENT
Registration Number:	5408301	HOTEL CRESCENT COURT

CORRESPONDENCE DATA

Fax Number: 2145935822

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.

Phone: 2145935854

Email: sborrelliipdocket@jw.com

Correspondent Name: Jackson Walker LLP

Address Line 1: 2323 Ross Avenue, Suite 600

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	102238.00048
NAME OF SUBMITTER:	Sara K Borrelli
SIGNATURE:	/Sara K. Borrelli/

TRADEMARK 900632510 REEL: 007366 FRAME: 0569

DATE SIGNED:	07/28/2021	
Total Attachments: 3		
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("<u>Agreement</u>") is made effective as of June <u>11th</u>, 2021 by and between **GPIF CRESCENT COURT HOTEL LLC**, a Delaware limited liability company ("<u>Assignor</u>"), with an address of: c/o Crescent Real Estate LLC, 777 Main Street, Suite 2260, Fort Worth, Texas 76102, and **CRESCENT REAL ESTATE LLC**, a Delaware limited liability company ("<u>Assignee</u>"), with an address of: 777 Main Street, Suite 2260, Fort Worth, Texas 76102.

PRELIMINARY STATEMENTS

- A. Assignor has agreed to convey to Assignee its entire right, title, and interest in and to those trademarks listed in Exhibit A (the "Marks").
 - B. Assignee desires to accept such transfer.

In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, sell, transfer, and convey unto Assignee and its successors and assigns, Assignors' entire right, title, and interest in and to the Marks, together with that part of the good will of Assignors' business connected with the use of and symbolized by the Marks and the registrations thereof, in the United States and throughout the world, and the entire right, title, and interest in and to any and all claims and demands Assignor may have either at law or in equity arising out of past, present, or future infringement of the Marks, and including all common-law and other rights in the Marks.
- 2. The rights and obligations of the parties hereto shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective permitted successors and assigns.
- 3. This Assignment may be executed in any number of counterparts, all of which together shall constitute one and the same document. A photocopied or facsimile signature shall be deemed to be the functional equivalent of a manually executed original for all purposes.
- 4. The 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 Marks in any jurisdiction. The 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 Marks, and to issue any and all registrations from any and all applications for registration included in the Marks in and to the name of Assignee.

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IN WITNESS WHEREOF, the parties to this Assignment have caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR:	ASSIGNEE:
GPIF CRESCENT COURT HOTEL LLC	CRESCENT REAL ESTATE LLC
Bx: Jufan Dury	By: Saffay Tank
Name: SUZANNE STEVENS MANAGING DIRECTOR, CHIEF FINANCIAL OFFICER.	Name: SUZANNÉ STEVENS MANAGING DIRECTOR, CHIEF FINANCIAL OFFICER
Title:	Title:

EXHIBIT A

HOTEL CRESCENT COURT

Texas 5792917

HOTEL CRESCENT COURT

Texas 5793017

THE CRESCENT CLUB

Texas 5793117

THE CRESCENT CLUB

Texas 5792717

THE CRESCENT CLUB

US 2898426

THE CRESCENT CLUB

US 2898428

THE SPA AT THE CRESCENT

Texas 5792817

THE SPA AT THE CRESCENT

Texas 5793217

THE SPA AT THE CRESCENT

US 2898424

THE SPA AT THE CRESCENT

US 2898427

HOTEL CRESCENT COURT

US 5408301

> TRADEMARK REEL: 007366 FRAME: 0573

RECORDED: 06/17/2021