

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM710959

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KRE HYOD OWNER LLC		09/30/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TCG Senior Funding L.L.C.		
Street Address:	520 MADISON AVENUE		
Internal Address:	40TH FLOOR		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5874318	EDGE	
Registration Number:	5939851	EDGE	
Serial Number:	88351393	EDGECLIMB	
Serial Number:	88351390	CITYCLIMB	
Serial Number:	88596466	CITYCLIMB	
Serial Number:	88620463	PEAK	
Serial Number:	88620483	PEAK NYC	
Serial Number:	88620397	PEAK	
CORRESPONDENCE DATA			
Fax Number:	3125548015		
<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:	(312) 554-8000		
Email:	blc@pattishall.com, kep@pattishall.com		
Correspondent Name:	Bradley L. Cohn		
Address Line 1:	200 South Wacker Drive, Suite 2900		
Address Line 4:	Chicago, ILLINOIS 60606-5896		
ATTORNEY DOCKET NUMBER:	2772-08-002		

CH \$215.00 5874318

NAME OF SUBMITTER:	Bradley L. Cohn
SIGNATURE:	/bradleycohn/
DATE SIGNED:	02/28/2022
Total Attachments: 6 source=HYOD - IP - Short Form Trademark Security Agreement (Fully Executed)#page1.tif source=HYOD - IP - Short Form Trademark Security Agreement (Fully Executed)#page2.tif source=HYOD - IP - Short Form Trademark Security Agreement (Fully Executed)#page3.tif source=HYOD - IP - Short Form Trademark Security Agreement (Fully Executed)#page4.tif source=HYOD - IP - Short Form Trademark Security Agreement (Fully Executed)#page5.tif source=HYOD - IP - Short Form Trademark Security Agreement (Fully Executed)#page6.tif	

SHORT FORM TRADEMARK SECURITY AGREEMENT

This SHORT FORM TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated September 30, 2021, is made by **KRE HYOD Owner LLC**, (“Borrower”), in favor of **TCG Senior Funding L.L.C.**, a Delaware limited liability company (together with its successors and assigns, “Agent”) as agent for the benefit of the Lender from time to time under the Loan Agreement (defined below). Capitalized terms used but not defined herein shall have the meaning assigned to them in the Intellectual Property Security Agreement (as defined below) or the Loan Agreement, as applicable.

RECITALS:

A. WHEREAS, Lender has agreed to make a certain loan (the “Loan”) to Borrower, pursuant to that certain Loan Agreement, dated as of the date hereof, by and between Borrower, Agent and Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “Loan Agreement”), which Loan shall be evidenced by one or more promissory notes (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, collectively, the “Note”) and secured by that certain Leasehold Mortgage, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing (the “Mortgage”) and further evidenced by such other instruments and documents executed in connection with the Loan (together with the Loan Agreement, the Note and the Mortgage, collectively, the “Loan Documents”);

C. Under the terms of the Loan Agreement, as a condition thereof, Borrower has agreed to grant to Agent a security interest as described in the Intellectual Property Security Agreement dated as of the date hereof (the “Intellectual Property Security Agreement”, in order to induce Lender to make the Loan.

D. Under the terms of the Intellectual Property Security Agreement, Borrower has granted to Agent a security interest in, among other property, certain Trademarks (as defined in the Intellectual Property Security Agreement) of Borrower, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

E. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

Section 1. Grant of Security. Borrower hereby pledges, and grants to Agent, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Indebtedness, a first priority security interest in and Lien on all of Borrower’s worldwide right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “Trademark Collateral”):

a. (i) all trademarks, service marks, certification marks, trade names, social media identifiers, handles or other types of source identifier, whether arising under a statute or under common law, and whether registered or unregistered; (ii) corporate and company names, business names, trade styles, designs, logos or trade dress; (iii) the goodwill of the business connected with the use of or symbolized by any trademark or service mark; (iv) registrations, renewals, applications and other filings for any trademarks in any IP Filing Office; and (v) rights throughout the world analogous to the foregoing, including, without limitation, each trademark listed in Schedule A attached hereto (as such schedule may be amended or supplemented from time to time) (collectively, "Trademarks"); and

b. for any Trademark, (i) the right to royalties, revenues, income, damages or other payments arising therefrom or for any injury to goodwill, (ii) all other accrued and unaccrued causes of action (whether in contract, tort or otherwise) or rights to claim, sue or collect damages for or enjoin or obtain other legal or equitable relief for, an infringement, misuse, misappropriation, dilution, violation, unfair competition or other impairment (whether past, present or future) thereof, including expired items and (iii) any Proceeds relating to any of the foregoing.

Notwithstanding the foregoing, the Trademark Collateral shall not include any "intent-to-use" application for registration of a Trademark filed with the USPTO pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, but solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law. For the avoidance of doubt, this Short Form Trademark Security Agreement is not to be construed as an assignment of any Trademark Collateral.

Section 2. Security for Obligations. The grant of a security interest in the Trademark Collateral by Borrower under this Trademark Security Agreement secures the payment of all Indebtedness of Borrower now or hereafter existing under or in respect of the Loan Agreement, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to Borrower, the payment of all amounts that constitute part of the secured Indebtedness and that would be owed by Borrower to any Lender under the Loan Agreement but for the fact that such secured Indebtedness is unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Borrower.

Section 3. Recordation. This Trademark Security Agreement has been executed and delivered by Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Borrower authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

Section 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Intellectual Property Security Agreement. Borrower does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of Agent with respect to the Trademark Collateral are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein, and that such grant of security interest herein is in furtherance, and not in limitation of, the security interests granted to Agent pursuant to the Intellectual Property Security Agreement. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall govern.

Section 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Mortgage shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

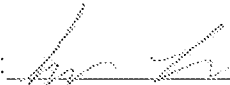
[Signatures on following page]

KRE HYOD OWNER LLC,
a Delaware limited liability company

By: 
Name: Matthew Ross
Title: Vice President

AGENT:

TCG SENIOR FUNDING L.L.C., a
Delaware limited liability company

By: 
Name: Joshua Lefkowitz
Title: Managing Director