

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM763975

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Massachusetts Mutual Life Insurance Company		09/23/2022	Corporation: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NYMZ, LLC		
<b>Street Address:</b>	50 California Street, Suite 1500		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94111		
<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>	2568212	THE MUSE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	prosecutiondocketing@paulhastings.com		
<b>Correspondent Name:</b>	Travers R. Morgan		
<b>Address Line 1:</b>	4747 Executive Drive		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		
<b>NAME OF SUBMITTER:</b>	Travers R. Morgan		
<b>SIGNATURE:</b>	/Travers R. Morgan/		
<b>DATE SIGNED:</b>	10/27/2022		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 23<sup>rd</sup> day of September, 2022 by and between **Massachusetts Mutual Life Insurance Company**, a Corporation organized and existing under the laws of Massachusetts, and having a usual place of business at 1295 State Street, Springfield, MA 01111 ("Assignor") and **NYMZ, LLC**, a limited liability company organized and existing under the laws of Delaware and having a usual business place of business at c/o The Chartres Lodging Group, LLC, 50 California Street, Suite 1500, San Francisco, California 94111 ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademark set forth on Exhibit A attached hereto and incorporated herein by reference (the "Mark");

WHEREAS, West 46th Street Hotel, LLC, a Delaware limited liability company ("Seller"), and Assignee are parties to that certain Purchase and Sale Agreement made and entered into as of March 25, 2022 (as amended, the "Purchase Agreement"), pursuant to which Seller has agreed to sell to Assignee and Assignee has agreed to purchase from Seller various assets, including without limitation, all Intellectual Property (as defined in the Purchase Agreement) including, without limitation, the Mark;

WHEREAS, Assignor is an affiliate of Seller and will be providing financing to Assignee in connection with the sale of the property pursuant to the Purchase Agreement; and

WHEREAS, Assignor now wishes to assign the Mark to Assignee, and Assignee is desirous of acquiring the Mark from Assignor, together with the goodwill of the business symbolized thereby;

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth below and the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Mark (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Mark, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment. Assignor does not own any Intellectual Property related to the Hotel (as defined in the Purchase Agreement) other than the Mark.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registration, application and title thereto, to record the Mark and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

Assignor:  
**MASSACHUSETTS MUTUAL LIFE INSURANCE  
COMPANY**, a Massachusetts corporation

By: Barings LLC, a Delaware limited liability company,  
its investment adviser

By: Stuart J. Turner

Name: STUART J. TURNER  
Title: Managing Director

Assignee:  
**NYMZ, LLC**, a Delaware limited liability company

By: \_\_\_\_\_

Name:

Title:

*Signature page to Trademark Assignment*

**TRADEMARK  
REEL: 007886 FRAME: 0475**



Exhibit A

<i>Mark</i>	<i>Registration No.</i>	<i>Registration Date</i>
THE MUSE	2568212	May 7, 2002