

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM452113

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
U.S. Bank National Association		11/24/2017	Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Greystar Real Estate Partners, LLC		
<b>Street Address:</b>	18 Broad Street, Suite 300		
<b>City:</b>	Charleston		
<b>State/Country:</b>	SOUTH CAROLINA		
<b>Postal Code:</b>	29401		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4563981	AVANA	
<b>Registration Number:</b>	4563988	AVANA	
<b>Registration Number:</b>	4563984	GREYSTAR	
<b>Registration Number:</b>	4563986	REDEFINING EXCELLENCE IN APARTMENT LIVIN	
<b>Serial Number:</b>	86131202	E ELAN	
<b>Serial Number:</b>	86131196	ELAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>Phone:</b>	614-280-3566		
<b>Email:</b>	james.murray@wolterskluwer.com		
<b>Correspondent Name:</b>	James Murray		
<b>Address Line 1:</b>	4400 Easton Commons Way, Suite 125		
<b>Address Line 2:</b>	CT Corporation		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Elaine Carrera		
<b>SIGNATURE:</b>	/Elaine Carrera/		
<b>DATE SIGNED:</b>	11/27/2017		

OP \$165.00 4563981

**Total Attachments: 7**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

U.S. Bank National Association

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) November 24, 2017

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Greystar Real Estate Partners, LLC

Street Address: 18 Broad Street, Suite 300

City: Charleston

State: SC

Country: USA Zip: 29401

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other LLC Citizenship USA-DE

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

See Schedule 1

B. Trademark Registration No.(s)

See Schedule 1

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

6

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera

Signature

Elaine Carrera

Name of Person Signing

November 24, 2017

Date

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of November 24, 2017 (the “Effective Date”), is made by U.S. BANK NATIONAL ASSOCIATION, in its capacity as collateral agent (the “Collateral Agent”), in favor of the grantor party identified on the signature page hereto (the “Grantor”).

WHEREAS, pursuant to that certain Security Agreement, dated as of November 20, 2014, by and among the Collateral Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Collateral Agent, in its capacity as collateral agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of November 20, 2014 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 20, 2014 at Reel/Frame 5406/0618;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.

2. Release. The Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademarks, including the trademark registrations and applications set forth Schedule 1 attached hereto, all goodwill associated therewith and all Proceeds of any and all of the foregoing, arising under the Security Agreement and the Trademark Security Agreement (the “Trademark Collateral”). If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

3. Termination. The Collateral Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

4. Further Assurances. The Collateral Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

RELEASE OF SECURITY INTEREST IN TRADEMARKS

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WHEREAS, pursuant to that certain Security Agreement, dated as of November 20, 2014, by and among the Collateral Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Collateral Agent, in its capacity as collateral agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of November 24, 2014 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

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1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.

2. Release. The Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademarks, including the trademark registrations and applications set forth Schedule 1 attached hereto, all goodwill associated therewith and all Proceeds of any and all of the foregoing, arising under the Security Agreement and the Trademark Security Agreement (the “Trademark Collateral”). If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

3. Termination. The Collateral Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

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5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**U.S. BANK NATIONAL ASSOCIATION,  
acting in its capacity as Notes Collateral Agent**

By: William Bryan Echols

Name: William Bryan Echols  
Title: Vice President

[Signature Page to Trademark Release]

**TRADEMARK  
REEL: 006213 FRAME: 0364**

**GRANTOR:**

**GREYSTAR REAL ESTATE PARTNERS,  
LLC**

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

Name: J. Derek Ramsey

Title: Executive Managing Director, Vice  
President and Chief Financial Officer

[Signature Page to Trademark Release]

**TRADEMARK  
REEL: 006213 FRAME: 0365**

Schedule 1

**Release of Trademark Security Agreement recorded November 24, 2014 at Reel/Frame  
5406/0618**

**UNITED STATES TRADEMARKS:**

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Greystar Real Estate Partners, LLC	4,563,981	AVANA
Greystar Real Estate Partners, LLC	4,563,988	AVANA & Design
Greystar Real Estate Partners, LLC	4,563,984	GREYSTAR
Greystar Real Estate Partners, LLC	4,563,986	REDEFINING EXCELLENCE IN APARTMENT LIVING

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>TRADEMARK</u>
Greystar Real Estate Partners, LLC	86/131,202	E ELAN
Greystar Real Estate Partners, LLC	86/131,196	ELAN

**OTHER TRADEMARKS:**

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>TRADEMARK</u>
Greystar Real Estate Partners, LLC	1212486	Int'l Registration/ WIPO	GREYSTAR



Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>TRADEMARK</u>
<b>Greystar Real Estate Partners, LLC</b>	<b>1212486</b>	<b>European Community</b>	<b>GREYSTAR</b>
<b>Greystar Real Estate Partners, LLC</b>	<b>1212486</b>	<b>Mexico</b>	<b>GREYSTAR</b>