

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696286

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HY IP HOLDING COMPANY LLC		09/30/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	KRE HYOD OWNER LLC		
Street Address:	30 HUDSON YARDS		
Internal Address:	SUITE 7500		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10001		
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:	2124552502		
<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:	2124553346		
Email:	ksolomon@stblaw.com		
Correspondent Name:	MELANIE JOLSON, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	425 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10017		

CH \$215.00 5874318

ATTORNEY DOCKET NUMBER:	001122/0082
NAME OF SUBMITTER:	MELANIE JOLSON
SIGNATURE:	/MJ/
DATE SIGNED:	12/20/2021

Total Attachments: 9

source=Ob Deck - IP Assignment Agreement Executed (002)#page1.tif
source=Ob Deck - IP Assignment Agreement Executed (002)#page2.tif
source=Ob Deck - IP Assignment Agreement Executed (002)#page3.tif
source=Ob Deck - IP Assignment Agreement Executed (002)#page4.tif
source=Ob Deck - IP Assignment Agreement Executed (002)#page5.tif
source=Ob Deck - IP Assignment Agreement Executed (002)#page6.tif
source=Ob Deck - IP Assignment Agreement Executed (002)#page7.tif
source=Ob Deck - IP Assignment Agreement Executed (002)#page8.tif
source=Ob Deck - IP Assignment Agreement Executed (002)#page9.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”) is made and entered into on September 30, 2021 by and between HY IP Holding Company LLC (“**Assignor**”) and KRE HYOD OWNER LLC (“**Assignee**”) (Assignor and Assignee are each hereinafter referred to as a “**Party**,” and collectively, as the “**Parties**”). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Purchase and Sale Agreement (as defined below).

WHEREAS, ERY North Tower Ob Deck Member LLC, Ob Deck Tenant LLC, and Assignor, each a Delaware limited liability company (individually and collectively, in each case, as the context may require, “**Seller**”) and Assignee have entered into that certain Purchase and Sale Agreement, dated as of August 12, 2021, as amended by the First Amendment to Purchase and Sale Agreement dated as of September 2, 2021, the Second Amendment to Purchase and Sale Agreement dated as of September 8, 2021, the Third Amendment to Purchase and Sale Agreement dated as of September 9, 2021, and the Fourth Amendment to Purchase and Sale Agreement dated as of September 10, 2021 (as amended, the “**Purchase and Sale Agreement**”), pursuant to which, on the terms and subject to the conditions set forth in the Purchase and Sale Agreement, Seller has agreed to sell, convey, transfer, assign and deliver (“**Transfer**”) to Assignee at the Closing all of its right, title and interest in and to the Purchased Assets, including the Transferred Intellectual Property listed on Attachment A hereto; and

WHEREAS, Assignee agrees to purchase, acquire and accept all of Assignor’s right, title and interest in and to the Transferred Intellectual Property.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and the Purchase and Sale Agreement and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties hereby agree as follows:

1. Transfer of Transferred Intellectual Property. Assignor hereby irrevocably Transfers to Assignee and its successors and assigns, and Assignee hereby purchases, acquires and accepts, all of Assignor’s right, title and interest in and to the Transferred Intellectual Property, including the Transferred Intellectual Property listed on Attachment A hereto, free and clear of all Liens, other than Permitted Encumbrances, together with all goodwill appurtenant to any Trademarks included in the Transferred Intellectual Property, and all benefits, privileges, causes of action, common law rights, and remedies relating thereto throughout the world, including, without limitation, all of Assignor’s rights to: (a) apply for and maintain all registrations, renewals and/or extensions of the Transferred Intellectual Property, (b) claim priority under United States law or international convention with respect to the Transferred Intellectual Property, (c) sue, counterclaim and otherwise bring actions and recover damages, payments, restitution, and injunctive and other legal or equitable relief for past, present, and future infringement, misappropriation, dilution or other violation of the Transferred Intellectual Property, and rights to protection of interests therein under the Applicable Laws of all jurisdictions, (d) grant licenses or other interests in or to the Transferred Intellectual Property and (e) royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Assignor with respect the Transferred Intellectual Property. For the avoidance of doubt, with respect to any U.S. intent-to-use trademark applications set forth on Attachment A hereto, the transfer of such applications accompanies, pursuant to the Purchase and Sale Agreement, the transfer of Seller’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing.

2. Subject to Purchase and Sale Agreement. Assignor and Assignee acknowledge and agree that the representations, warranties, covenants, limitations and other terms and conditions contained in the Purchase and Sale Agreement shall not be superseded hereby but shall remain in full force and effect to the fullest extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase and Sale Agreement and the terms hereof, the terms of the Purchase and Sale Agreement shall govern.

3. Authorization. Assignor hereby authorizes and requests the (a) Register of Copyrights of the United States, and the corresponding entity or agency in any applicable foreign country, to record Assignee as assignee and owner of the entire right, title and interest in and to the copyrights included in the Transferred Intellectual Property (including those listed on Attachment A hereto), and (b) Commissioners for Patents and Trademarks, and the corresponding entity or agency in any applicable foreign country, to record Assignee as assignee and owner of the entire right, title and interest in and to the issued patents and patent applications and Trademarks included in the Transferred Intellectual Property (including those listed on Attachment A hereto).

4. Electronic Transfer, Transfer Forms. Assignor agrees to cooperate with Assignee, at Assignor's cost, to promptly transfer the domain names and social and mobile media identifiers included in the Transferred Intellectual Property (including those listed on Attachment A) electronically from Assignor's account, as applicable, to Assignee's account (such that Assignee will be listed as the registrant of any such domain names in the WHOIS database) and Assignor shall deliver all passwords, authorization codes or similar information necessary to transfer to Assignee all such domain names and social and mobile media identifiers.

5. Further Assurances. Assignor hereby covenants and agrees with Assignee to execute and deliver to Assignee and any successors or assigns of Assignee at Assignee's cost such other and further instruments of sale, assignment, transfer, conveyance and delivery and all such further assurances, notices, releases, acquittances and other documents, consents and waivers as may be necessary or reasonably requested by Assignee or any such successors or assigns in order to put them in possession of or vest in them or confirm, evidence, perfect, maintain, enforce or protect their title to and right to use and enjoy the Transferred Intellectual Property, including, without limitation, all documents necessary to record in the name of Assignee the assignment of the issued patents and patent applications and Trademarks included in the Transferred Intellectual Property with the United States Patent and Trademark Office and the copyrights included in the Transferred Intellectual Property with the United States Copyright Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar, and any transfer documents required by a domain name registrar or social media website.

6. Miscellaneous. This Assignment shall be subject to all applicable provisions of Article 14 of the Purchase and Sale Agreement.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

ASSIGNOR:

HY IP HOLDING COMPANY LLC,
a Delaware limited liability company

By: _____

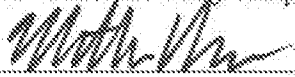
Name:

Title:


Alexis Kremen
Vice President

ASSIGNEE:

KRE HYOD OWNER LLC,
a Delaware limited liability company

By: 

Name: Matthew Ross

Title: Vice President

[Signature Page to Intellectual Property Assignment Agreement]

Attachment A

Transferred Intellectual Property

SCHEDULE I

Business Marks

Mark	Class	Serial Number	Filing Date	Registration Number	Registration Date	Country
	41	88372401	April 4, 2019	5874318	October 1, 2019	United States
EDGE	41	88252707	January 7, 2019	5939851	December 17, 2019	United States
EDGECLIMB	41	88351393	March 22, 2019	Pending statement of use	Projected: December 2021	United States
CITYCLIMB	41	88351390	March 22, 2019	Pending statement of use	Projected: December 2021	United States
	41	88596466	August 28, 2019	Pending statement of use	Projected: December 2021	United States
PEAK	41	88620463	September 17, 2019	Pending statement of use Acceptance	Projected: Fall 2021	United States
PEAK NYC	41	88620483	September 17, 2019	Pending statement of use Acceptance	Projected: Fall 2021	United States
	41	88620397	September 17, 2019	Pending statement of use	Projected: Fall 2021	United States

Domain Names

Edgenyc.com	Peakevents101.com
Edge.nyc	Peakeventsnyc.com
Edgecityclimb.com	Peaklounge5.com
Edgecityclimbny.com	Peakloungenyc.com
Edgecityclimbny.com	Peaknyc.com
Edgeclimbny.com	Peakrestaurant.com
Edgeclimbny.com	Peakrestaurantnyc.com
Edgeny.com	Pinnacleclimbny.com
Edgenyc.com	Summitclimbny.com
Edgeobservation.com	Theedgeathudsonyards.com
Edgeobservationdeck.com	Theedgeathudsonyardsnyc.com
Edgepinnacle.com	Theedgenewyork.com
Edgethrill.com	Theedgenewyork.net
Edgeviewhudsonyards.com	Edgeskydeck.com
Edgeviewnyc.com	Visitedgenyc.com
Hudsonyardsedge.com	Theedgenyc.com
Hudsonyardssky.com	Theedgenycobservation.com
Hudsonyardsview.com	Theedgeobservationdeck.com
Newyorkcityclimb.com	cityclimb.com
Newyorkcityedge.com	cityclimbny.com
Newyorkcityedgeclimb.com	cityclimbny.com
Nycclimb.com	Cityclimbtickets.com
Nycobservationedge.com	climbthrill.com
Nycpeak.com	Climbtickets.com
Peak101.com	

Social Media

Twitter:

TheEdgeNewYork

edgeNYCviews

DiscoverEdgeNY
EdgeObservatory
YourEdgeNYViews
EdgeNY1000
WowEdgeNYC
WowEdgeNY
EdgeThrillNY

EdgeThrillNYC
Cityclimbnyc
EdgeClimbNYC
ClimbtotheEdge
YourEdgeClimb
EdgeNYClimb
WowEdgeClimb

Facebook:

TheEdgeNewYork
TheEdgeNY
edgeNYCviews
DiscoverEdgeNY
EdgeObservatory
YourEdgeNYViews
EdgeNY1000

WowEdgeNYC
WowEdgeNY
EdgeThrillNY
EdgeThrillNYC
CityclimbNYC

Instagram:

TheEdgeNewYork
edgeNYC
edgeNYCviews
DiscoverEdgeNY
EdgeObservatory
YourEdgeNYViews
EdgeNY1000
WowEdgeNYC
WowEdgeNY
EdgeThrillNY
EdgeThrillNYC

Cityclimbnyc
Climbtheedge
cityclimb
edgeclimbny

Snapchat:

EdgeNewYork

Youtube:

Edge NYC