

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM867740

<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>
Hines Interests Limited Partnership		08/18/2023	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SFH Owner LLC		
<b>Street Address:</b>	360 S Rosemary Avenue		
<b>Internal Address:</b>	Suite 800		
<b>City:</b>	West Palm Beach		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33401		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97462106	SOUTH FLAGLER HOUSE	
<b>Serial Number:</b>	97462120	SOUTH FLAGLER HOUSE	
<b>Serial Number:</b>	97462122		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2128911699		
<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>	212-891-1618		
<b>Email:</b>	nytm@jenner.com		
<b>Correspondent Name:</b>	Carole A. Duran		
<b>Address Line 1:</b>	1155 Avenue of the Americas		
<b>Address Line 2:</b>	Jenner & Block LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	47115-10006		
<b>NAME OF SUBMITTER:</b>	Carole A. Duran		
<b>SIGNATURE:</b>	/carole a. duran/		
<b>DATE SIGNED:</b>	01/12/2024		
<b>Total Attachments: 5</b>			

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## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (“Assignment”) dated as of August 18th, 2023 (the “Effective Date”) is made by and among Hines Interests Limited Partnership, a Delaware Limited Partnership (“Assignor”) and SFH Owner LLC, a Delaware limited liability company (“Assignee”). Each of Assignor and Assignee are referred to herein as a “Party” and collectively the “Parties.”

WHEREAS, Assignor has agreed to transfer to Assignee all of Assignor’s right, title and interest in and to those certain trademarks as described on Attachment 1 (the “Trademarks”) along with the applications for registration and registrations of, and any goodwill associated with, any of the foregoing; and

WHEREAS, as of the Effective Date, in accordance with Section 10(a)(1) of the Lanham Act (15 U.S.C. Section 1060(a)(1)), Assignor and Assignee acknowledge that Assignee is the successor to the portion of Assignor’s and its affiliates’ business to which the Trademarks pertain, and that business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the adequacy, legal sufficiency and receipt of which are hereby acknowledged, the Parties hereto agree as follows:

1. Assignor hereby irrevocably assigns, grants, transfers, and conveys to Assignee, and Assignee hereby accepts and assumes from Assignor, free and clear of any liens, all right, title, and interest in and to the Trademarks in perpetuity, together with the goodwill of the business symbolized by the Trademarks, the applications for registration and registrations therefor, and all claims for damages arising out of or relating to past or continuing infringements thereof, if any, with the right to sue for and collect such damages.
2. The rights assigned hereby include, without limitation, all of Assignor’s right to sue and recover for any past, present, and future infringement or unauthorized use of any right or interest in the Trademarks.
3. Assignor hereby authorizes and requests the Commissioner of Trademarks of the United States Patent and Trademark Office and all other agencies in jurisdictions outside the United States to record this Assignment upon request of Assignor or Assignee.
4. Assignor agrees, and agrees to cause Assignor’s employees, affiliates successors and assigns, to execute any further lawful documents and take any other actions that the Assignee may consider reasonably necessary or appropriate to fully protect and vest in Assignee the assigned rights and interests in the Trademarks and to assist Assignee in the registration, maintenance, perfection, and enforcement of any of the Trademarks.
5. Assignor hereby irrevocably assigns to Assignee, and Assignee hereby accepts and assumes, all of Assignor’s right, title, and interest in and to that certain Trademark Consent and Coexistence Agreement by and between Assignor and Florida East Coast Industries, LLC dated as of February 8, 2022 (the “Consent Agreement”). Assignee agrees to perform all of the obligations of Assignor under the Consent Agreement accruing on and after the Effective Date.



6. This Assignment and each of its provisions shall be binding upon and shall inure to the benefit of the respective successors and assigns of Assignor and Assignee.

7. The interpretation and construction of this Assignment shall, to the extent the particular subject matter is controlled by state law, be governed by and be construed in accordance with the substantive law of the State of Florida without regard to the conflicts of law principles thereof, except that United States federal law shall govern any particular subject matter controlled thereby.

IN WITNESS WHEREOF, Assignor and Assignee have respectively executed this Agreement to be effective as of the Effective Date.

**ASSIGNOR:**

Hines Interests Limited Partnership,  
a Delaware limited liability company

By:  

Stephen E. Luthman  
Senior Managing Director /  
Chief Executive Officer

IN WITNESS WHEREOF, Assignor and Assignee have respectively executed this Agreement to be effective as of the Effective Date.

**ASSIGNOR:**

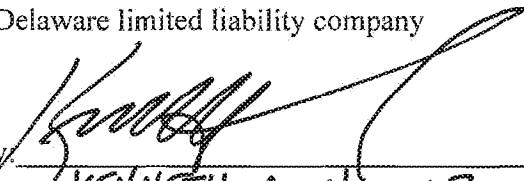
Hines Interests Limited Partnership,  
a Delaware limited liability company

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

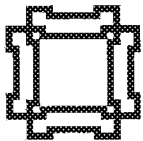
Stephen E. Luthman  
Senior Managing Director / Chief Executive  
Officer

**ASSIGNEE:**

SFH OWNER LLC,  
a Delaware limited liability company

By:   
Name: KENNETH A. HIMMER  
Title: PRESIDENT

ATTACHMENT 1  
TO ASSIGNMENT OF TRADEMARKS

Mark	Serial Number	International Classes
SOUTH FLAGLER HOUSE	97/462,106	35, 36, 37, 39, 41, 42, 44, 45
SOUTH <b>FLAGLER</b> HOUSE	97/462,120	35, 36, 37, 39, 41, 42, 44, 45
	97,462,122	35, 36, 37, 39, 41, 42, 44, 45