

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464291

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deutsche Bank AG, New York Branch		02/27/2018	Aktiengesellschaft (Ag): GERMANY
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Trustee of the Benchmark 2018-B2 Mortgage Trust		
Street Address:	c/o KeyBank National Association		
Internal Address:	11501 Outlook Street, Suite 300		
City:	Overland Park		
State/Country:	KANSAS		
Postal Code:	66211		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0927020	KAHLER	
Registration Number:	3282710	I INTERNATIONAL HOTEL	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	DUSAN CLARK, ESQ.		
Address Line 1:	SIDLEY AUSTIN LLP		
Address Line 2:	2021 MCKINNEY AVE., SUITE 2000		
Address Line 4:	DALLAS, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	44441-00488		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	03/05/2018		
Total Attachments: 12			

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**ASSIGNMENT OF TRADEMARK
SECURITY AGREEMENT**

This **ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT** (this “**Assignment**”), dated as of February 27, 2018, is by **DEUTSCHE BANK AG, NEW YORK BRANCH** (individually, “**DBAG**”), acting in its capacity as the lender (in such capacity, the “**Lender**”) to **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as trustee of the Benchmark 2018-B2 Mortgage Trust (the “**Trustee**”), acting in its capacity as the successor lender (in such capacity, the “**Successor**”).

RECITALS:

WHEREAS, DBAG, as Lender, is party to that certain Confirmatory Grant of Security Interest in United States Trademarks identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Agreement**”); covering certain intellectual property set forth on Exhibit B attached hereto; and

WHEREAS, DBAG, as the Lender, has assigned all of its rights, remedies, duties and other obligations under, among other documents, the Agreement, to the Successor.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lender hereby assigns and transfers to Successor and its successors and assigns, all of its rights, title and interest in and to the Agreement.

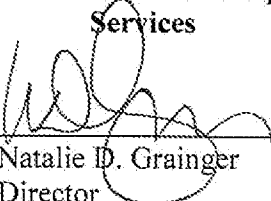
This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

Remainder of Page Intentionally Left Blank; Signature Page Follows –

IN WITNESS WHEREOF, Lender and Successor have caused this Assignment to be duly executed as of the date first above written.

Lender:

**DEUTSCHE BANK AG, NEW YORK
BRANCH, a branch of Deutsche Bank
AG, a German bank authorized by the
New York Department of Financial
Services**

By: 
Name: Natalie D. Grainger
Title: Director

By: 
Name: Matt Smith
Title: Director

Wells Fargo Bank, National Association, as Trustee
for the benefit of the registered holders of Benchmark
2018-B2 Mortgage Trust, Commercial Mortgage
Pass-Through Certificates, Series 2018-B2

By: KeyBank National Association, as Master Servicer

By: 
Name: Michael A. Tilden
Title: Vice President

EXHIBIT A

Confirmatory Grant of Security Interest in United States Trademarks effective as of November 6, 2017 by and from KAH 20 2nd AVENUE LLC, a Delaware limited liability company, as grantor, to and in favor of Deutsche Bank AG, New York Branch, recorded with the U.S. Patent and Trademark Office on November 6, 2017 at Reel/Frame 6197/0871

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the “Confirmatory Grant”) is made effective as of November 6, 2017 by and from KAH 20 2nd AVENUE LLC, a Delaware limited liability company (the “Grantor”), to and in favor of DEUTSCHE BANK AG, NEW YORK BRANCH, a branch of Deutsche Bank AG, a German Bank, authorized by the New York Department of Financial Services, having an address at 60 Wall Street, 10th Floor, New York, New York 10005 (together with its successors and assigns, collectively, “Lender”).

WHEREAS, Grantor, KINN 9 3rd AVENUE LLC, MAR 1st AVENUE SW LLC, and RES 441 CENTER STREET LLC, (each a “Borrower” and collectively, together with their respective permitted successors and assigns, “Borrowers”) and the Lender have entered into a Loan Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”) pursuant to which Lender has made a loan to Borrowers (the “Loan”).

WHEREAS, the Grantor, along with the other Borrowers, has executed and delivered that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) as additional security for the repayment of the Loan and Obligations (as defined therein) secured thereby.

WHEREAS, the Grantor owns the trademarks (the “Trademarks”) listed on Exhibit A attached hereto and made a part hereof, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Lender under the Security Agreement. The rights and remedies of the Lender with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents (as defined in the Loan Agreement), all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Loan Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all of the Obligations and (ii) all of the obligations and liabilities of the Borrowers under the Loan. Upon the payment in full of all Obligations (other than contingent

indemnification obligations), the Lender shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Lender a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks set forth in Exhibit A attached hereto now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

GRANTOR:

KAH 20 2ND AVENUE LLC,
a Delaware limited liability company

By: 

Name: Javon R. Bea

Title: Chief Manager

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Mark	Reg. No.	Reg. Date
KAHLER	0927020	1/11/1972
I INTERNATIONAL	3282710	8/21/2007



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

DECEMBER 5, 2017

PTAS

DUSAN CLARK, ESQ.
SIDLEY AUSTIN LLP
2021 MCKINNEY AVE., SUITE 2000
DALLAS, TX 75201

900427616

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 11/06/2017

REEL/FRAME: 6197/0871
NUMBER OF PAGES: 6

BRIEF: SECURITY INTEREST

DOCKET NUMBER: 44441-00488

ASSIGNOR:

KAH 20 2ND AVENUE LLC

DOC DATE: 11/06/2017
CITIZENSHIP: DELAWARE
ENTITY: LIMITED LIABILITY COMPANY

ASSIGNEE:

DEUTSCHE BANK AG, NEW YORK BRANCH

CITIZENSHIP: GERMANY
ENTITY: AKTIENGESELLSCHAFT (AG)

60 WALL STREET
10TH FLOOR
NEW YORK, NEW YORK 10005

SERIAL NUMBER: 72389211
REGISTRATION NUMBER: 927020
MARK: KAHLER
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

FILING DATE: 04/15/1971
REGISTRATION DATE: 01/11/1972

SERIAL NUMBER: 78827260
REGISTRATION NUMBER: 3282710
MARK: I INTERNATIONAL HOTEL
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S) / LETTER(S)
/NUMBER(S)

FILING DATE: 03/02/2006
REGISTRATION DATE: 08/21/2007

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449875

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KAH 20 2nd Avenue LLC		11/06/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG, New York Branch		
Street Address:	60 Wall Street		
Internal Address:	10th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Aktiengesellschaft (Ag): GERMANY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0927020	KAHLER	
Registration Number:	3282710	I INTERNATIONAL HOTEL	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	DUSAN CLARK, ESQ.		
Address Line 1:	SIDLEY AUSTIN LLP		
Address Line 2:	2021 MCKINNEY AVE., SUITE 2000		
Address Line 4:	DALLAS, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	44441-00488		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	11/06/2017		
Total Attachments: 4			
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EXHIBIT B

Trademarks

1	Serial # : <u>72389211</u> Mark: KAHLER	Filing Dt: 04/15/1971	Reg # : <u>927020</u>	Reg. Dt: 01/11/1972
2	Serial # : <u>78927260</u> Mark: I INTERNATIONAL HOTEL	Filing Dt: 03/02/2006	Reg # : <u>9282710</u>	Reg. Dt: 08/21/2007

Assignment of Trademark Security Agreement