

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501157

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FOREST CITY ENTERPRISES, L.P.		12/07/2018	Limited Partnership: DELAWARE
FOREST CITY REALTY TRUST, INC.		12/07/2018	Corporation: MARYLAND
FOREST CITY EQUITY SERVICES, LLC		12/07/2018	Limited Liability Company: OHIO

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	901 Main St.
Internal Address:	Mail Code: TX1-492-64-01
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202-3735
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4569575	OPEN CITY
Registration Number:	4569576	FOREST CITY OPEN CITY
Registration Number:	4432376	STATION SQUARE
Registration Number:	5036788	FOREST CITY OPEN CITY
Registration Number:	5036754	OPEN CITY
Registration Number:	4597831	5M PROJECT
Registration Number:	4597832	5M PROJECT
Serial Number:	88164123	ARRIS
Serial Number:	88164145	VYV
Serial Number:	88164161	GUILD

CORRESPONDENCE DATA

Fax Number: 2123108007

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.

TRADEMARK

Phone: 212.310.8000
Email: juan.arias@weil.com
Correspondent Name: Rob Rogowski
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: R. Rogowski 29711.0278

NAME OF SUBMITTER: Rob Rogowski

SIGNATURE: /Rob Rogowski/

DATE SIGNED: 12/07/2018

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 7, 2018, (this “Agreement”), by Forest City Enterprises, L.P., a Delaware limited partnership, Forest City Realty Trust, Inc., a Maryland corporation and Forest City Equity Services, LLC, an Ohio limited liability company (each, a “Grantor” and, collectively, the “Grantors”) in favor of Bank of America, N.A. (“BoA”), as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of December 7, 2018 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in that certain Credit Agreement, dated as of December 7, 2018 (as amended, restated, amended and restated, supplemented and/or otherwise modified and in effect on the date hereof, the “Credit Agreement”), by and among Forest City Realty Trust, Inc., a Maryland corporation (“Holdings”), for purposes of the borrowing of the Loans on the Closing Date, Forest City Properties, LLC, an Ohio limited liability company, and, at any time thereafter, Forest City Enterprises, L.P., a Delaware limited partnership (collectively, the “Borrower”), the Lenders party thereto (the “Lenders”), the Issuing Banks party thereto and BoA, as the administrative agent and the collateral agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “IP Collateral”):

all Trademarks, including the Trademarks registered by or applied for in the United States Patent and Trademark Office listed on Schedule I hereto;

all Patents, including the Patents issued by or applied for in the United States Patent and Trademark Office listed on Schedule II hereto;

all Copyrights, including the Copyrights registered by or applied for in the United States Copyright Office listed on Schedule III; and

all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In

the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

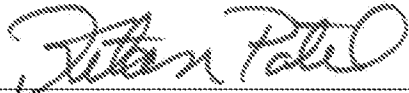
Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

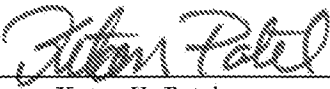
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

FOREST CITY REALTY TRUST, INC.
FOREST CITY ENTERPRISES, L.P.

By: Forest City Realty Trust, Inc.
Its: General Partner

By: 
Name: Ketan K. Patel
Title: President, Secretary and General Counsel

FOREST CITY EQUITY SERVICES, LLC

By: 
Name: Ketan K. Patel
Title: Executive Vice President, Secretary and General Counsel

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Forest City Enterprises, L.P.	4569575	OPEN CITY
Forest City Enterprises, L.P.	4569576	FOREST CITY OPEN CITY
Forest City Enterprises, L.P.	4432376	STATION SQUARE
Forest City Enterprises, L.P.	5036788	FOREST CITY OPEN CITY
Forest City Enterprises, L.P.	5036754	OPEN CITY
Forest City Enterprises, L.P.	4597831	5M PROJECT
Forest City Enterprises, L.P.	4597832	5M PROJECT
Forest City Enterprises, L.P.	3342499	STATION SQUARE
Forest City Enterprises, L.P.	SM66373	MEET YOU ON THE AVENUE
Forest City Enterprises, L.P.	SM66372	THE AVENUE...TOWER CITY CENTER
Forest City Enterprises, L.P.	SM66376	THE CITY COMES TO LIFE
Forest City Enterprises, L.P.	SM66374	MEET YOU ON THE AVENUE
Forest City Enterprises, L.P.	SM66371	THE AVENUE...TOWER CITY CENTER
Forest City Enterprises, L.P.	SM66375	THE CITY COMES TO LIFE

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK
Forest City Realty Trust, Inc.	88/164123	ARRIS
Forest City Realty Trust, Inc.	88/164145	VYV
Forest City Realty Trust, Inc.	88/164161	GUILD

SCHEDULE II

PATENTS

None.

PATENT APPLICATIONS

None.

Schedule II

SCHEDULE III

COPYRIGHTS

REGISTERED OWNER	REGISTRATION NUMBER	TITLE
Forest City Equity Services, LLC	PAu000012555	Building a dignified life for senior citizens / John Bloom Productions.
Forest City Equity Services, LLC	TX0000043167	Building a dignified life for senior citizens / Forest City Dillon, Inc., a subsidiary of Forest City Enterprises, Inc.
Forest City Equity Services, LLC	TX0000695642	Precast erection manual / The Forest City Dillon System.
Forest City Enterprises, L.P.	TX0006894251	Focus : Forest City's people and properties.
Forest City Enterprises, L.P.	TX0006398940	Focus : Forest City's people and properties.
Forest City Enterprises, L.P.	TX0006432337	Focus : Forest City's people and properties.
Forest City Enterprises, L.P.	TX0006549955	Focus : Forest City's people and properties.
Forest City Enterprises, L.P.	TX0006158195	Focus : Forest City's people and properties.
Forest City Enterprises, L.P.	TX0006226636	Focus : Forest City's people and properties.
Forest City Enterprises, L.P.	TX0006340088	Focus : Forest City's people and properties.
Forest City Enterprises, L.P.	TX0005998107	Focus : Forest City's people and properties.
Forest City Enterprises, L.P.	TX0006035789	Focus : Forest City's people and properties.
Forest City Enterprises, L.P.	TX0006093574	Focus : Forest City's people and properties.
Forest City Enterprises, L.P.	TX0006158194	Focus : Forest City's people and properties.
Forest City Enterprises, L.P.	TX0005883156	Focus : Forest City's people and properties.

COPYRIGHT APPLICATIONS

None.

Schedule III

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RECORDED: 12/07/2018

**TRADEMARK
REEL: 006545 FRAME: 0628**