

08-11-1998



To the Honorable Commission

ed original documents or copy thereof.

1. Name of conveying party(ies):

s of receiving party(ies)

100789507

**Island Developers, Ltd.
One Fisher Island Drive
Fisher Island, FL 33109**

Name: **Fisher Island Holdings, LLC**

Internal Address:

Street Address: **676 N. Michigan Avenue,
Suite 3900**

City: **Chicago** State: **Illinois** ZIP: **60611**

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State

Additional name(s) of conveying party(ies) attached? Yes No

Other **Florida limited liability company**

3. Nature of conveyance:

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

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)

Execution Date: **May 7, 1998**

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

See Exhibit A attached hereto.

See Exhibit A attached hereto.

Additional numbers attached? Yes No

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

6. Total number of applications and registrations involved: **2**

Name: **David M. Rogero**

7. Total fee (37 CFR 3.41) **\$ 65.00**

Internal Address: **Akerman, Senterfitt & Eidson, P.A.**

Enclosed

Authorized to be charged to deposit account

Street Address: **One S.E. Third Avenue, 28th Floor**

8. Deposit account number:

City: **Miami** State: **FL** Zip: **33131-1704**

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

David M. Rogero

August 3, 1998

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: **2**

OMB No. 0651-0011 (ext. 494)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231**

08/07/1998 DMGUYEN 00000083 2073672

01 FC:431
02 FC:482

10.00 UP
25.00 UP

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

EXHIBIT A

Trademarks

"FISHER ISLAND" (words and design)

U.S. Patent and Trademark Office Registration number: 2073672

Registration date: June 24, 1997

First use date: August 31, 1984

"FISHER ISLAND CLUB" (words and design)

U.S. Patent and Trademark Office Registration number: 2061165

Registration date: May 13, 1997

First use date: August 31, 1984

"INN AT FISHER ISLAND"

(not registered)

"THE LINKS AT FISHER ISLAND"

(not registered)

"SPA INTERNAZIONALE"

(not registered)

"CAFE TANGIER"

(not registered)

"MARINA AT FISHER ISLAND"

(not registered)

"SNOOKER CLUB"

(not registered)

ASSIGNMENT AND ASSUMPTION AGREEMENT

BY THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("**Agreement**") ISLAND DEVELOPERS, LTD., a Florida limited partnership ("**Assignor**") for good and valuable consideration paid by FISHER ISLAND HOLDINGS, LLC, a Florida limited liability company ("**Assignee**"), the receipt and sufficiency of which are hereby acknowledged and confessed, has BARGAINED, SOLD, TRANSFERRED, ASSIGNED, and SET OVER, and by these presents does BARGAIN, SELL, TRANSFER, ASSIGN, and SET OVER unto Assignee, without representation or warranty of any kind, the non-exclusive rights of Assignor, if any, to all trade names, trademarks and/or servicemarks owned by Assignor including, without limitation, those trademarks and trademark registrations set forth on **Exhibit "A"** attached hereto, the goodwill connected with and symbolized by such trademarks, and that certain License Agreement, dated June 1, 1993, between Assignor, as licensor, and Fisher Island Club, Inc., as licensee.

The items described above, and being assigned by this Agreement from Assignor to Assignee, are herein collectively referred to as the "**Assigned Property**." The assignment by Assignor to Assignee of the Assigned Property is subject to the terms, covenants, conditions and provisions herein set forth.

1. LIMITATION OF WARRANTY. THE PARTIES EXPRESSLY AGREE THAT NO COVENANT OR WARRANTY ON THE PART OF ASSIGNOR, FOR ITSELF OR ITS SUCCESSORS AND ASSIGNS, REGARDING TITLE TO OR ENCUMBRANCES AGAINST THE ASSIGNED PROPERTY IS MADE OR IS IMPLIED TO BE MADE TO ASSIGNEE, OR ITS SUCCESSORS AND ASSIGNS, BY THIS AGREEMENT.

2. Assignee's Acceptance. By its acceptance and execution hereof, Assignee assumes all of the covenants, agreements, obligations and liabilities of Assignor, its respective partners, successors and/or assigns, in any way related to, connected with or arising from, the Assigned Property (or any portions thereof) regardless of whether the covenants, agreements, liabilities and/or obligations arose prior to the date of this Agreement or occur on or subsequent to the date of this Agreement.

3. Indemnification. Assignee, for itself and its successors and assigns, hereby agrees to indemnify, defend, save and hold harmless Assignor (its respective partners, officers, directors, shareholders, successors and assigns), and hereby forever releases Assignor (its respective partners, officers, directors, shareholders, successors and assigns) against any and all liability, claims, liens (including, without limitation, construction, contractor's and materialmen's liens), actions, suits, proceedings, costs, expenses, damages or other liabilities, including, without limitation, attorneys' fees, in relation to any of the items transferred under this Agreement, regardless of whether the liability or claim arose prior to the date of this Agreement or occurs on or subsequent to the date of this Agreement, it being the intent of the parties to cover every such liability or claim from the beginning of the world to the end of the world. The term "attorneys' fees" shall mean and include fees for attorneys, law clerks, paralegals and legal assistants and all other charges reasonably made by such attorneys.

4. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

5. Gender and Numbers. All pronouns used in this Agreement shall include the other genders, and the singular shall include the plural, and the plural shall include the singular, whenever and as often as may be appropriate.

6. Captions. The captions under the paragraph numbers of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement and in no way affect or constitute a part of this Agreement.

7. Binding Effect. This Agreement and all of its terms and provisions shall be binding upon and inure to the benefit of Assignor and its successors and assigns, and Assignee and its successors and assigns.

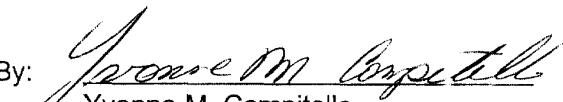
8. Counterparts. This instrument may be executed in any number of counterparts, each to be an original, but all of which shall constitute one instrument, and it shall be sufficient if any party hereto signs any such counterpart, so long as each of the parties hereto executes at least one such counterpart.

EXECUTED on the respective dates set forth opposite the signature below, to be effective as of 7/31, 1998.

Assignor:

FISHER ISLAND REALTY SALES, INC., a
Florida corporation

By:


Yvonne M. Compitello,
Vice President

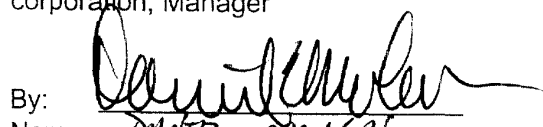
Date: July 31, 1998

Assignee:

FISHER ISLAND HOLDINGS, LLC., a Florida
limited liability company

By: M/M FI DEVELOPMENT, INC. a Florida
corporation, Manager

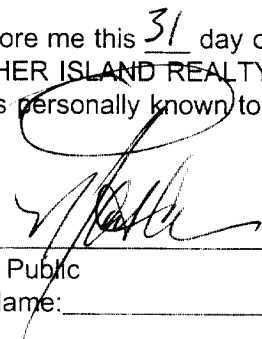
By:


Name: DANIEL MCLEAN
Title: PRESIDENT

Date: 7.31, 1998

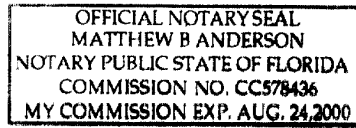
State of Florida)
) ss:
County of Miami-Dade)

The foregoing instrument was acknowledged before me this 31 day of July, 1998, by Yvonne M. Compitello, Vice President, of FISHER ISLAND REALTY SALES, INC., a Florida corporation, on behalf of the corporation. She is personally known to me or presented _____ as identification.

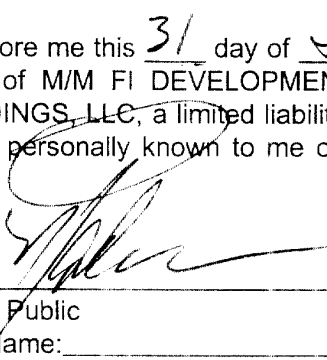


Notary Public
Print Name: _____

State of Florida)
) ss:
County of Miami-Dade)



The foregoing instrument was acknowledged before me this 31 day of July, 1998, by Daniel McLean President, of M/M FI DEVELOPMENT, INC., a Florida corporation, Manager of FISHER ISLAND HOLDINGS, LLC, a limited liability company, on behalf of the corporation and company. He/She is personally known to me or presented _____ as identification.



Notary Public
Print Name: _____

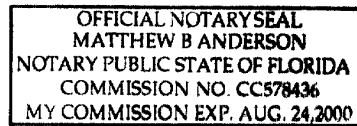


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