

08-20-2002



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SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

LY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party:
STP Redevelopment, Ltd.

08-15-02

Individual Association
 General Partnership Limited Partnership
 Corporation Other

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other -

Execution Date: August 7, 2002

2. Name and Address of receiving party(ies):

Name: Salomon Brothers Realty Corp.

Street Address: 388 Greenwich Street, 11th Floor

City, State: New York, New York Country: U.S.A.

Individual(s) Citizenship: U.S.A.
 Association:
 General Partnership:
 Limited Partnership:
 Corporation-State: New York
 Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No, the designation of domestic representative has been made with the Power of Attorney which has been filed with the Patent and Trademark Office.

(Designations must be a separate document from Assignment)

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

4. Application number(s) or registration number(s):
 If this document is being filed together with a new application, the execution date of the application is: n/a

A. Trademark Application No.(s)

Ser. No. 76/031,427 Filing Date: April 21, 2000

B. Trademark registration No.(s)

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

Name: Elisabeth A. Evert, Esq.
 Internal Address: Sidley Austin Brown & Wood, LLP
 Street Address: 717 North Harwood St., Suite 3400
 City: Dallas State: TX ZIP: 75201

08/19/2002 DBYRNE 00000082 181260 76031427
 01 FC: 481 40.00 CH

Additional numbers attached? Yes No

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$40.00

Enclosed

Authorized to be charged to deposit account yes

8. Deposit account number: 18-1260

TRADEMARK SECTION
AUG 15 7:30 AM '02

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.

Elisabeth A. Evert

Elisabeth A. Evert, Esq. August 15, 2002
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

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

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.

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, STP REDEVELOPMENT, LTD, a Florida limited partnership, having its principal place of business at 5858 Central Avenue, St. Petersburg, Florida 33707 (the "Assignor"), has adopted, used and is using the trademark BAYWALK (the "Mark"), and which is the owner of United States Patent and Trademark Office trademark application serial number 76/031,427 for the Mark;

WHEREAS, the Assignor has entered in to an Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Security Agreement") dated August 7, 2002, in favor of Salomon Brothers Realty Corp., a New York corporation, having its principal place of business at 388 Greenwich Street, 11th Floor, New York, New York 10013 (the "Assignee");

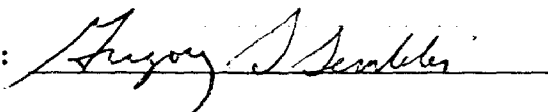
WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee a security interest in all right, title, and interest of the Assignor in, to, and under the Mark, together with the good-will of the business symbolized by the Mark and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the terms of the Security Agreement;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign unto the Assignee and grants to the Assignee a security interest in the Collateral to secure the prompt payment, performance and observance of the terms of the Security Agreement.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the 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 WITNESS WHEREOF, the Assignor has caused the Assignment to be executed by its duly authorized officer as of this 7th day of August, 2002.


Attest:



Name: GREGORY S. SEMBLER

Title: Secretary

STP REDEVELOPMENT, LTD
By: STP REDEVELOPMENT, INC., its
sole General Partner

By: 
Name: FRED B. BULLARD, JR.

Title: President

(CORPORATE SEAL)

STATE OF FLORIDA)
) SS.
COUNTY OF PINELLAS)

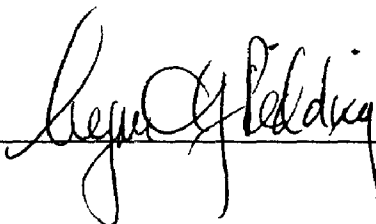
On this the 7th day of August, 2002, before me, _____

the undersigned Notary Public, personally appeared FRED B. BULLARD, JR., as President of STP REDEVELOPMENT, INC., a corporation organized and existing under the laws of the State of Florida, as the sole General Partner of STP REDEVELOPMENT, LTD., a limited partnership organized and existing under the laws of the State of Florida, on behalf of the corporation and the limited partnership.
 personally known to me - OR -

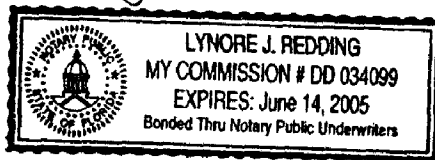
proved to me on the basis of satisfactory evidence

to be the person who executed the within instrument, and who upon oath acknowledged himself/herself to be the _____ of _____,
and that as such and being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal.



My Commission Expires:



STATE OF FLORIDA)

COUNTY OF PINELLAS)

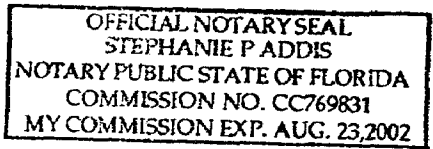
The foregoing instrument was acknowledged before me this 12 day of August, 2002, by GREGORY S. SEMBLER, as Secretary of STP REDEVELOPMENT, INC., a corporation organized and existing under the laws of the State of Florida, as the sole General Partner of STP REDEVELOPMENT, LTD., a limited partnership organized and existing under the laws of the State of Florida, on behalf of the corporation and the limited partnership. He is personally known to me.



(Sign on this line)

Stephanie P. Addis

(Print name legibly on this line)



NOTARY PUBLIC, State of Florida
COMMISSION NO.: _____
EXPIRATION DATE: _____

(SEAL)