

03-05-2003

TRADEMARK

Docket No. 005900-100



102380995

3-3-03

IN THE UNITED STATES

OFFICE

Registrant: Apartment Realty Advisors, Inc.
 Registration No.: 2,104,464
 Registration Date: October 7, 1997
 Mark: APARTMENT REALTY ADVISORS

RECEIVED
 TRADEMARK SECTION
 OCT 13 11 54 AM '97

ASSIGNMENT RECORDATION FORM

COMMISSIONER OF PATENTS AND TRADEMARKS
 BOX ASSIGNMENTS
 Washington, D.C. 20231

Sir:

Transmitted herewith for recordal in the U.S. Trademark Office is the Trademark Assignment for the above-identified applications.

1. Name of Conveying Party: **Apartment Realty Advisors, Inc.**

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-Georgia Other _____

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

2. Name and address of receiving party:

Name: **Apartment Realty Advisors, Inc.**

Internal Address: _____

Street Address: **311 Regency Ridge**

City: **Dayton** State: **Ohio** ZIP: **45459**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State: **Ohio**
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No

(Designation must be separate document from Assignment).

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

3. Nature Of Conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____ Effective Date: January 14, 2003

4. Application Number(s) or Registration Number(s):

- Trademark Application No.(s) _____
- Trademark Registration No. 2,104,464

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

Name Christine K. Garcia, Esq.

Internal Address: Coolidge, Wall, Womsley & Lombard Co., L.P.A.

Street Address: 33 West First Street, Suite 600

City Dayton State Ohio ZIP 45402

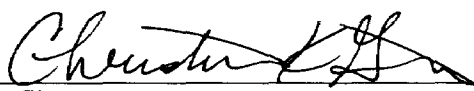
6. Total number of applications and registrations involved: 1

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

- Enclosed
- Charge fee to Deposit Account No. Order No. 50-1897. A DUPLICATE COPY OF THIS SHEET IS ATTACHED.
- The Commissioner is hereby authorized to charge any additional fees which may be required for this Assignment, or credit any overpayment to Deposit Account No. 50-1897 Order No. 005900-100. A DUPLICATE COPY OF THIS SHEET IS ATTACHED.

8. 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.

Christine K. Garcia  2/25/03
 Name of Person Signing Signature Date

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is entered into effective as of the 14TH day of JANUARY, 2003, by and between APARTMENT REALTY ADVISORS, INC., a Georgia corporation, having a principal place of business at 3495 PIEDMONT RD NE
BUILDING 11, SUITE 905,
ATLANTA, GA 30305, ("Assignor"), and APARTMENT REALTY ADVISORS, INC. an Ohio corporation, having a principal place of business at 311 Regency Ridge, Dayton, OH 45459 ("Assignee").

RECITALS

WHEREAS, Assignor owns the following federally registered trademark, together with the goodwill of the business symbolized thereby, and the rights to use the same as a trade name (collectively, the "Mark"):

<u>Trademark Reg. No.</u>	<u>Mark</u>	<u>Registration Date</u>
(SUPPLEMENTAL REGISTER) and 210 4464	APARTMENT REALTY ADVISORS	OCTOBER 7, 1997

WHEREAS, Assignor has agreed to sell, convey, transfer, assign, and deliver the Mark to Assignee, and Assignee has agreed to accept the same on the terms and conditions set forth herein;

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor does hereby sell, convey, transfer, assign and deliver to Assignee all right, title and interest in and to the Mark, together with the goodwill of the business symbolized thereby, and the registration thereof, all rights to use the Mark as a trade name, and all rights to damages or profits, due or accrued, arising out of past infringement of said Mark or injury to said goodwill, and the right to sue for and recover the same in the Assignee's own name.

2. Assignor warrants that (i) it owns all right, title, and interest in and to the Mark, and has all right, power, and authority to assign the Mark hereunder; (ii) the Mark shall be delivered to Assignee free and clear of any and all liens, claims, charges, security interests, licenses, use agreements, and any other encumbrance or limitation on rights of use, whatsoever; and (iii) the use of the Mark will not violate any trademark right of any person or entity.

3. Assignor hereby agrees for itself and for its successors and assigns, at Assignee's sole cost and expense, to cooperate and assist in the transfer of the Mark and goodwill of the business associated therewith, as well as the registration, to Assignee and to execute without further consideration any further lawful documents, including any further assurances, renewals, affidavits or other applications or registrations for trademarks of any country that might be deemed necessary by Assignee fully to secure, establish, accrue, maintain, perfect, register, or defend Assignee's interest as aforesaid in and to the Mark. Assignor shall assist Assignee in

prosecuting any applications, claims, or rights of any kind pertinent to the Mark assigned hereby as is reasonably necessary for Assignee to develop and maintain to the fullest extent possible its rights and benefits flowing from its ownership of the Mark transferred hereby.

4. Assignor hereby constitutes and appoints Assignee the true and lawful attorney of the Assignor, with full power of substitution, for Assignor and in its name, to give receipts and releases for and in respect of the same, and from time to time, to institute and prosecute in the name of Assignor or otherwise, for the benefit of Assignee, any and all proceedings at law, in equity or otherwise which Assignee may deem proper in order to collect, assert, or enforce any claims, right, or title of any kind in and to the Mark, and to defend or compromise any and all actions, suits, or proceedings in respect to the Mark; and Assignor hereby declares that the appointment made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Assignor for any reason.

5. Assignor and its respective employees, officers, directors, affiliates and agents do hereby agree that it will cease all use of, will not use or infringe upon and will not register as any domain name/URL (or as a trade name, trademark, service mark or otherwise) anywhere in the world any name, any trademark or service mark, logo or other device used by or identified with Assignee or confusingly similar to any of the Mark. Assignor and Assignee further agree that, in the event that Assignee forever ceases the use of the Mark or dissolves its corporate form, Assignee shall transfer to Assignor the Mark on the same terms and conditions set forth herein.

6. This Assignment and the covenants and agreements herein contained shall inure to the benefit of Assignee and its successors and assigns, and shall be binding upon Assignor, and its successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and represent that the persons whose signatures appear below are duly authorized to execute this Assignment.

APARTMENT REALTY ADVISORS, INC.,
a Georgia corporation

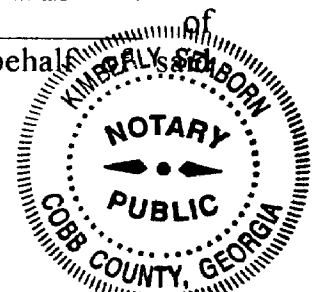
By: Derrick N. Bloom

Title: Chief Financial Officer

STATE OF GA, COUNTY OF ~~Dickinson~~ Cobb, ss: 275-78-1070

The foregoing instrument was acknowledged before me this 21 day of January, 2003, by Derrick Bloom, the CFO of APARTMENT REALTY ADVISORS, INC., a Georgia corporation, on behalf of APARTMENT REALTY ADVISORS, INC. corporation.

Kimberly Sealon
Notary Public



Notary Public, Cobb County, Georgia
My Commission Expires Feb. 25, 2005

TRADEMARK

REEL: 002660 FRAME: 0282

APARTMENT REALTY ADVISORS, INC.,
an Ohio corporation

By: Darren W. Ash

Title: PRESIDENT.

STATE OF NC, COUNTY OF Mecklenberg, ss:

The foregoing instrument was acknowledged before me this 22nd day of January, 2003, by Darren W. Ash, the _____ of APARTMENT REALTY ADVISORS, INC., an Ohio corporation, on behalf of said corporation.

My Commission Expires October 19, 2004

Deborah W. Caldwell

Notary Public

Deborah W. Caldwell

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