

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crescent Real Estate Equities Limited Partnership		05/11/2001	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Crescent Real Estate Funding X, L.P.		
Street Address:	777 Main Street, Suite 2100		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76201		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2590199	FOUNTAIN PLACE	
CORRESPONDENCE DATA			
Fax Number:	(214)661-6632		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-953-5912		
Email:	agreenspan@jw.com		
Correspondent Name:	Alan N. Greenspan		
Address Line 1:	901 Main Street, Suite 6000		
Address Line 4:	Dallas, TEXAS 75202		
ATTORNEY DOCKET NUMBER:	102238.48		
NAME OF SUBMITTER:	Alan N. Greenspan		
Signature:	/Alan N. Greenspan/		
Date:	07/08/2008		

CH \$40.00 2590199

Total Attachments: 3

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**BLANKET CONVEYANCE, BILL OF SALE AND
GENERAL ASSIGNMENT**

THIS BLANKET CONVEYANCE, BILL OF SALE AND GENERAL ASSIGNMENT ("Bill of Sale") is made by CRESCENT REAL ESTATE EQUITIES LIMITED PARTNERSHIP, a Delaware limited partnership ("Transferor") to CRESCENT REAL ESTATE FUNDING X, L.P., a Delaware limited partnership ("Transferee").

R E C I T A L S:

A. Transferor is concurrently with the execution of this Bill of Sale executing a Warranty Deed conveying to Transferee the real property and improvements commonly known as Fountain Place, more particularly described therein (the "Project").

B. In connection with such conveyance, Transferor desires to transfer to Transferee any and all of its right, title and interest in and to the rights and interests more fully described below (collectively, the "Property").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transferor does hereby absolutely and unconditionally give, grant, bargain, sell, transfer, set over, assign, convey, release, confirm and deliver (collectively, "Transfer") to Transferee, and Transferee accepts, all of Transferor's right, title and interest in and to the following:

1. Personal Property. All of the following items of personal property to the extent related solely to, comprising a part of or attached to, located upon, or used exclusively in connection with the Project:

- (i) mechanical systems, fixtures and equipment,
- (ii) maintenance equipment and tools,
- (iii) site plans, surveys, plans and specifications, marketing materials and floor plans,
- (iv) silverware
- (v) pylons and other signs,
- (vi) silverware, glassware, and other utensils and dishes,
- (vii) beds, tables, televisions, clocks, drapes and other furniture and furnishings,
- (viii) art work, paintings, posters and other graphics,
- (ix) keys, stoves, refrigerators, ice makers, telephones, switchboards, fixtures, telex and fax machines, computers, and other machinery or appliances, and other personal property of every kind and character (collectively, "Personal Property").

2. Other Contract Rights. All contract rights related to the Project or Personal Property, including Transferor's interest in the following: management, maintenance, construction, commission, architectural, parking, supply or service contracts, warranties, guarantees and bonds ("Contract Rights").

3. Permits. All permits, licenses, certificates of occupancy, and governmental approvals which relate to the Project, Personal Property or Contract Rights ("Permits").

4. Goodwill and Intellectual Property Rights. Any and all rights, titles and interests of Transferor in and to the use of tradenames or trademarks used in connection with the Project, including, without limitation, the name "Fountain Place" and any goodwill related to the Project.

5. Pending Awards. Any pending or future award made with respect to condemnation of the Project, any award or payment for damage to the Project or claim or cause of action for damage, injury or loss with respect to the ownership, maintenance and operation of the Project.

6. Other Rights. All right, title and interest of Transferor in and to all other rights owned by Transferor and necessary to or used exclusively in connection with the ownership, maintenance or operation of the items set forth above.

THE PROPERTY IS BEING TRANSFERRED ON AN "AS IS" BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, OF ANY KIND WHATSOEVER BY TRANSFEROR. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TRANSFEREE ACKNOWLEDGES THAT TRANSFEROR EXPRESSLY DISCLAIMS AND NEGATES, AS TO ALL PROPERTY TRANSFERRED HEREBY, (A) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY; (B) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND (C) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS.

Transferor hereby covenants that, after the date hereof, Transferor will, within a reasonable period of time after a written request therefor, execute and deliver to Transferee such additional documents as Transferee may reasonably request in order to more fully evidence the Transfer to and vesting in Transferee of the Property.

This Bill of Sale shall be binding upon and inure to the benefit of the respective successors and assigns of Transferor and Transferee.

THIS BILL OF SALE SHALL BE CONSTRUED UNDER AND BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS.

IN WITNESS WHEREOF, Transferor has executed and delivered this Bill of Sale as of the effective date of the Warranty Deed and Assignment conveying the Project to Transferee.

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TRANSFEROR:

CRESCENT REAL ESTATE EQUITIES LIMITED
PARTNERSHIP, a Delaware limited partnership

By: Crescent Real Estate Equities, Ltd.,
a Delaware corporation,
its sole general partner

By: 

Name: Christopher T. Porter

Title: Vice President & Treasurer