

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
The BletLine Partnership, Inc.		01/28/2008	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Atlanta BeltLine, Inc.		
Street Address:	86 Pryor Street, S.W.		
Internal Address:	Suite 300		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30303		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3356126	BELTLINE	
CORRESPONDENCE DATA			
Fax Number:	(305)961-5812		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3055790812		
Email:	mrv@gtlaw.com		
Correspondent Name:	Greenberg Traurig Attn: Manuel Valcarcel		
Address Line 1:	1221 Brickell Avenue		
Address Line 4:	Miami, FLORIDA 33131		
ATTORNEY DOCKET NUMBER:	091678.011000		
NAME OF SUBMITTER:	Manuel Valcarcel		
Signature:	/manuel valcarcel/		
Date:	01/22/2009		

CH \$40.00 3356126

Total Attachments: 4

source=BeltlineTrademark Assignment#page1.tif

source=BeltlineTrademark Assignment#page2.tif

source=BeltlineTrademark Assignment#page3.tif

source=BeltlineTrademark Assignment#page4.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is executed and delivered as of this 28th day of January, 2008 ("Effective Date") by The BeltLine Partnership, Inc., a Georgia non-profit corporation ("Assignor"), to and in favor of Atlanta BeltLine, Inc., a Georgia non-profit corporation ("Assignee").

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of the Assignor's rights, title and interest in and to the BELTLINE mark and derivations and variations of same with the exception of the BELTLINE PARTNERSHIP word mark and logo (a copy of which is depicted on Schedule A attached hereto), which Assignor shall continue to own, and the Internet domain name www.beltline.org and other domain names used in connection with the official Atlanta BeltLine project website, which shall continue to be co-owned by Assignor and Assignee, including, but not limited to, any and all United States and foreign trademark registrations, applications, common law rights and other rights, including, but not limited to, the applications and registrations listed on Schedule A attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Mark").

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Mark, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all common law and other corresponding rights that are or may be secured in the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, at least as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner for Trademarks, and the corresponding entity or agency in each applicable foreign country, to record Assignee as the Assignee and owner of the Mark.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Mark (including the corresponding rights set forth in the above), free and clear of any liens, security interests, licenses, options or other encumbrances of any kind; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall take all further reasonable actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such reasonable cooperation and

assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitations, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Mark and this Assignment; (3) obtaining by Assignee any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

* * * * *

SCHEDULE AA. MARKS

<u>Mark</u>	<u>Registration No./ Application Serial No.</u>	<u>Goods/Services</u>
BELTLINE	Fed. Application Ser. No. 78/735,030	Real estate development services and any other goods or services

B. THE BELTLINE PARTNERSHIP WORD MARK AND LOGO (ownership retained by Assignee)

