

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Heathrow Apartments, LLC		06/30/2010	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	The Lincoln National Life Insurance Company		
Street Address:	100 North Greene Street		
City:	Greensboro		
State/Country:	NORTH CAROLINA		
Postal Code:	27401		
Entity Type:	CORPORATION: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3599806	PURE LIVING	
CORRESPONDENCE DATA			
Fax Number:	(202)672-5399		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	202-672-5300		
Email:	PTOMAILWashington@foley.com		
Correspondent Name:	Norm J. Rich		
Address Line 1:	3000 K Street, N.W.		
Address Line 2:	Sixth Floor		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20007-5109		
ATTORNEY DOCKET NUMBER:	304196-0236		
NAME OF SUBMITTER:	Norm J. Rich		
Signature:	/norm j. rich/		

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 REEL: 004240 FRAME: 0663

OP \$40.00 3599806

Date:

07/13/2010

Total Attachments: 3

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**TRADEMARK**

**REEL: 004240 FRAME: 0664**

## TRADEMARK ASSIGNMENT

WHEREAS, Heathrow Apartments, LLC, a limited liability corporation of Florida, doing business at 100 N. Tampa Street, Suite 3400, Tampa, Florida 33602 (hereinafter referred to as the "Assignor"), is the owner of all right, title and interest in and to the following trademark and United States registration therefor:

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Pure Living	3,599,806	March 31, 2009

WHEREAS, The Lincoln National Life Insurance Company, a corporation of Indiana, doing business at 100 North Greene Street, Greensboro, North Carolina 27401 (hereinafter referred to as the "Assignee") is desirous of acquiring said trademark and the registration thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor assigns unto Assignee, and Assignee hereby accepts, all right, title and interest in and to the said trademark and the registration therefor, together with that part of the good will of the business connected with and symbolized by the said trademark, as well as all rights to injunctive relief, damages or profits, due or accrued, arising out of past infringement of said trademark or injury to the said good will, and the right to sue for and recover the same in its, the Assignee's, own name.

This assignment being under covenant, not only that full power to make the same is had by the Assignor, but also that the assigned rights are not encumbered by any grant, license, or other right heretofor given; Assignor acknowledging that, as of the Effective Date below, Assignor shall not, without the prior written consent of the Assignee, use or seek to register the trademark or any variation thereof or any trademark confusingly similar thereto, directly or indirectly, as a principal, agent, shareholder, investor, employer, partner, member, joint venturer, manager, consultant, operator, or in any other capacity whatsoever anywhere in the world, in connection with the same or similar or related goods and services associated with the trademark, now or in the future, nor for any goods or services within the Assignee's natural zone of expansion of the trademark, nor shall Assignor trade on the goodwill associated with the trademark or bring proceedings or otherwise challenge Assignee's exclusive rights to use and register the trademark worldwide, such exclusive rights to be held and enjoyed by Assignee for its own use and for its legal representatives and assigns as fully and entirely as the same would have been held by Assignor had this assignment not been made.

IN WITNESS WHEREOF, this Assignment has been executed below by authorized representatives of the parties on this Effective Date of \_\_\_\_\_, 2010.

HEATHROW APARTMENTS, LLC,  
a Florida limited liability company  
(Assignor)

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY  
(Assignee) *RB*

By Its Sole Manager:

Regions Bank, an Alabama state  
banking corporation



Print Name: Doyle A. Dibble  
Title: Senior Vice President

By: \_\_\_\_\_  
David Kern, Senior Vice President

IN WITNESS WHEREOF, this Assignment has been executed below by authorized representatives of the parties on this Effective Date of June 30, 2010.

HEATHROW APARTMENTS, LLC,  
a Florida limited liability company  
(Assignor)

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY  
(Assignee)

By Its Sole Manager:

Regions Bank, an Alabama state  
banking corporation

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

By:  \_\_\_\_\_  
David Kern, Senior Vice President