

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Utley Residential Company, L.P.		08/31/2009	LIMITED PARTNERSHIP: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Inland American Communities Group, Inc.		
<b>Street Address:</b>	2901 Butterfield Road		
<b>City:</b>	Oak Brook		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60523		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2660252	UNIVERSITY HOUSE	
Registration Number:	3406695	UNIVERSITY PARTNERS	
Registration Number:	3538526	CITYVILLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)855-8200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	214-855-8000		
<b>Email:</b>	cholland@fulbright.com		
<b>Correspondent Name:</b>	Linda M. Merritt		
<b>Address Line 1:</b>	2200 Ross Avenue, Suite 2800		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	FST WTHG 09906213 UT-IN		
<b>NAME OF SUBMITTER:</b>	Linda M. Merritt		

OP \$90.00 2660252

**900167785**

**TRADEMARK  
 REEL: 004248 FRAME: 0275**

Signature:	/Linda M. Merritt/
Date:	07/26/2010
Total Attachments: 4 source=Utley to Inland Trademark Reassignment#page1.tif source=Utley to Inland Trademark Reassignment#page2.tif source=Utley to Inland Trademark Reassignment#page3.tif source=Utley to Inland Trademark Reassignment#page4.tif	

**ASSIGNMENT OF SERVICEMARKS AND TRADE NAMES**

ASSIGNMENT OF SERVICEMARKS AND TRADE NAMES dated August 31, 2009 by Utley Residential Company, L.P., a Texas limited partnership, located and doing business at 3890 W. Northwest Highway, Suite 700, Dallas, Texas 75220 ("Assignor"), to Inland American Communities Group, Inc., a Delaware corporation, located at 2901 Butterfield Road, Oak Brook, Illinois, 60523 ("Assignee").

**WITNESSETH:**

WHEREAS, pursuant to the Asset Purchase Agreement dated as of May 18, 2007 (the "Agreement") by and among Assignor, Assignee, URC GP, LLC, a Texas limited liability company, Robert K. Utley III, Steven R. Utley and John R. Allums, Assignor is concurrently herewith selling, assigning, transferring, conveying and delivering to Assignee the assets and properties defined in the Agreement as the "Second Closing Assets," including without limitation the servicemarks and trade names of Assignor; and

WHEREAS, in accordance with the Agreement, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignee's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, servicemark applications and trade names, including without limitation the servicemarks, servicemark applications and trade names listed on Schedule A hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Assignment of Trademarks.** Assignor hereby assigns and transfers to Assignee, its successors, assigns and legal representatives, the entire right, title and interest in, to and under the Marks, together with the goodwill of the business symbolized by the Marks, and associated therewith, including, but not limited to all common law rights thereto, and all applications that have been filed and all registrations that have been or may be granted thereon including the Marks identified on Schedule A and all foreign counterparts thereof, together with the right to sue and recover damages for future and past infringements thereof. The rights assigned in the Assignment are hereby transferred free and clear of any and all mortgages, pledges, charges, security interests, liens and encumbrances of any nature whatsoever.
2. **Indemnification.** Assignor agrees to indemnify, defend and hold Assignee and its directors, officers, employees, agents, partially or wholly-owned subsidiaries, successors and assigns harmless from and against any and all losses, costs, damages, claims, liens or other expenses arising from or connected with Assignor's use and/or registration of the Marks and the Assignment set forth herein including, but not limited to, any act of Assignor with respect to the Marks.

3. **Covenant Not to File or Use the Marks.** Assignor agrees that it shall not use or seek to register the Marks, or assist any third party in using or seeking to register the Marks, without Assignor's prior written consent.
  
4. **Representations and Warranties.** Assignor hereto represents and warrants that:
  - (a) Assignor has full power and authority to enter into this Assignment and undertake the obligations set forth hereunder and that all signatures affixed to the Assignment and any ancillary documents are duly authorized;
  - (b) Assignor is the owner of record of the Marks, and the Marks are registered and in full force and effect and in good standing;
  - (c) Assignor has complied with any and all laws, statutes, ordinances, codes, rules and regulations applicable to the ownership, use, registrability and licensing of the Marks;
  - (d) Other than the Marks, Assignor does not own any domain names, assumed names, trademark or service mark registrations or applications, or any other rights in any jurisdiction for the designation, or any variation thereof;
  - (e) Assignor owns title to the Marks free and clear of any mortgages, pledges, charges, security interests, liens and encumbrances of any nature whatsoever; and
  - (f) Assignor has not granted to any other individual or entity rights to use and enjoy the Marks or any portion or variation thereof.
  
5. **Construction.** As applicable, this Assignment shall be construed and interpreted in accordance with the Lanham Act (15 U.S.C. §1051 et seq.) and/or the laws of the state of Illinois. This Assignment constitutes the entire agreement between the parties hereto, and it supersedes any prior agreements, covenants, conditions or limitations of the Assignment that are not expressly stated herein. Furthermore, the parties hereto agree that this Assignment may not be amended or changed in any way except by written instrument signed by each of the parties hereto.

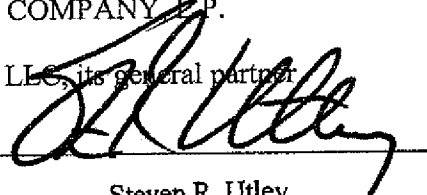
UTLEY RESIDENTIAL COMPANY, LP.

By: URC GP, LLC, its general partner

By: \_\_\_\_\_

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

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

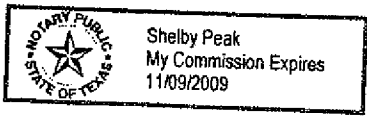
  
 Steven R. Utley  
 President

State of Texas

County of Dallas

Steven R Utley, being duly sworn, states that he is the President of URC GP, LLC, a Texas limited liability company and the general partner of Utley Residential Company, L.P., a Texas limited partnership, on whose behalf he signed the foregoing Servicemark and Trade Name Assignment and that he has authority to execute the Servicemark and Trade Name Assignment of said limited partnership.

Shelby Peak



SUBSCRIBED AND SWORN to before me this 31<sup>st</sup> day of August, 2009.

\_\_\_\_\_

Notary Public

My commission expires: 11/09/2009

**Schedule A**

**Registered Servicemarks**

<u>SERVICEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
UNIVERSITY HOUSE	2,660,252	12/10/02
UNIVERSITY PARTNERS	3,406,695	04/01/08
CITYVILLE	3,538,526	11/25/08

**Unregistered Servicemarks**

None.

**Pending Servicemark Applications**

None.

**Trade Names**

None.