

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
Carl M. Freeman Associates, Inc.		04/10/2010	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	CMF Operating Company L.L.C.		
Street Address:	18330 Village Center Drive		
City:	Olney		
State/Country:	MARYLAND		
Postal Code:	20832		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1104024	SEA COLONY	
Registration Number:	2606398	CARL M FREEMAN	
Registration Number:	2228488		
CORRESPONDENCE DATA			
Fax Number:	(240)779-8180		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	240-779-8010		
Email:	msscott@cmfa.com		
Correspondent Name:	Mary Scott		
Address Line 1:	18330 Village Center Drive		
Address Line 4:	Olney, MARYLAND 20832		
NAME OF SUBMITTER:	Mary H. Scott		
Signature:	/Mary H. Scott/		
Date:	11/05/2010		

OP \$90.00 1104024

Total Attachments: 6

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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made this 30th day of April, 2010, by and between CARL M. FREEMAN ASSOCIATES, INC., a Maryland corporation ("Assignor"), and CMF OPERATING COMPANY L.L.C., a Delaware limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor desires to assign the trademark "SEA COLONY" (Registration Number 1,104,024) (the "Assigned Property") to Assignee, and Assignee desires to accept the assignment thereof.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Assigned Property

FOR VALUE RECEIVED, Assignor hereby assigns, conveys and transfers to Assignee all of its right, title, and interest in and to the Assigned Property.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever, with full power and authority to Assignee with respect to any and all intangible assets, to demand, collect, endorse, receive receipt for, and to sue for, either in the name of Assignor or in the name of Assignee, or otherwise to enforce the same or any security therefor, from the date hereof for the remaining portions of the terms mentioned in the Assigned Property, together with all rights and options provided therein and subject to all of the covenants, conditions, and provisions therein also mentioned, hereby ratifying and confirming all that Assignee or its successors or assigns may do by virtue hereof.

Assignor hereby agrees with Assignee that it, upon request, shall execute any and all further instruments regarding the foregoing assignment or supplement thereto which may be reasonably required in order to better secure to Assignee the use and benefit of any and all of the property hereby assigned, conveyed and transferred, and that it has not executed and will not execute any agreement in conflict with this Agreement.

2. Assumption of Assigned Property

Assignee hereby accepts such assignment of the Assigned Property as of the date hereof, expressly agrees to be bound by the terms and provisions of the Assigned Property, and hereby assumes all of Assignor's obligations under the Assigned Property after the date hereof.

3. Miscellaneous

This Agreement shall be binding upon and inure to the benefit of (i) Assignor and its successors and assigns, and (ii) Assignee and its successors and assigns. Nothing herein, express or implied, is intended to or shall confer any rights, remedies, or benefits upon any person other than the parties hereto.

This Agreement shall be construed and enforced in accordance with, and the rights of the parties hereto shall be governed by, the laws of the State of Maryland.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment Agreement as of this 30th day of April, 2010.

WITNESS:

M A A

CARL M. FREEMAN ASSOCIATES, INC.
("Assignor")

By: [Signature]

Alan Adamson, Vice President

WITNESS:

M A A

CMF OPERATING COMPANY L.L.C.
("Assignee")

By: [Signature]

Alan Adamson, Vice President

ASSIGNMENT AGREEMENT

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RECITALS

WHEREAS, Assignor desires to assign its trademark "CARL M. FREEMAN and Design" (Registration Number 2,606,398) (the "Assigned Property") to Assignee, and Assignee desires to accept the assignment thereof.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Assigned Property

FOR VALUE RECEIVED, Assignor hereby assigns, conveys and transfers to Assignee all of its right, title, and interest in and to the Assigned Property.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever, with full power and authority to Assignee with respect to any and all intangible assets, to demand, collect, endorse, receive receipt for, and to sue for, either in the name of Assignor or in the name of Assignee, or otherwise to enforce the same or any security therefor, from the date hereof for the remaining portions of the terms mentioned in the Assigned Property, together with all rights and options provided therein and subject to all of the covenants, conditions, and provisions therein also mentioned, hereby ratifying and confirming all that Assignee or its successors or assigns may do by virtue hereof.

Assignor hereby agrees with Assignee that it, upon request, shall execute any and all further instruments regarding the foregoing assignment or supplement thereto which may be reasonably required in order to better secure to Assignee the use and benefit of any and all of the property hereby assigned, conveyed and transferred, and that it has not executed and will not execute any agreement in conflict with this Agreement.

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WITNESS:

Man A. J.

CARL M. FREEMAN ASSOCIATES, INC.
("Assignor")

By: [Signature]

Alan Adamson, Vice President

WITNESS:

M. P. J.

CMF OPERATING COMPANY L.L.C.
("Assignee")

By: [Signature]

Alan Adamson, Vice President

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RECITALS

WHEREAS, Assignor desires to assign its Bird in Circle Design trademark (Registration Number 2,228,488) (the "Assigned Property") to Assignee, and Assignee desires to accept the assignment thereof.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Assigned Property

FOR VALUE RECEIVED, Assignor hereby assigns, conveys and transfers to Assignee all of its right, title, and interest in and to the Assigned Property.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever, with full power and authority to Assignee with respect to any and all intangible assets, to demand, collect, endorse, receive receipt for, and to sue for, either in the name of Assignor or in the name of Assignee, or otherwise to enforce the same or any security therefor, from the date hereof for the remaining portions of the terms mentioned in the Assigned Property, together with all rights and options provided therein and subject to all of the covenants, conditions, and provisions therein also mentioned, hereby ratifying and confirming all that Assignee or its successors or assigns may do by virtue hereof.

Assignor hereby agrees with Assignee that it, upon request, shall execute any and all further instruments regarding the foregoing assignment or supplement thereto which may be reasonably required in order to better secure to Assignee the use and benefit of any and all of the property hereby assigned, conveyed and transferred, and that it has not executed and will not execute any agreement in conflict with this Agreement.

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("Assignor")

By: [Signature]

Alan Adamson, Vice President

WITNESS:

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CMF OPERATING COMPANY L.L.C.
("Assignee")

By: [Signature]

Alan Adamson, Vice President