

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	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>
Merchandise Mart Properties, Inc.		01/04/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Market Square II LLC		
<b>Street Address:</b>	222 Merchandise Mart Plaza		
<b>Internal Address:</b>	Suite 470		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60654		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2939142	FURNITURE PLAZA	
Registration Number:	3495890	MARKET SQUARE	
Registration Number:	2896739	NATIONAL FURNITURE MART	
Registration Number:	2907699	SUITES AT MARKET SQUARE	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(415)591-1400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-558-5600		
Email:	trademarksSF@winston.com		
Correspondent Name:	Liisa M. Thomas c/o Winston & Strawn LLP		
Address Line 1:	35 W. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	009743.00001		
NAME OF SUBMITTER:	Liisa M. Thomas		

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**TRADEMARK**  
**REEL: 004446 FRAME: 0651**

Signature:	/Liisa M. Thomas/
Date:	01/04/2011
Total Attachments: 2 source=MMPI-MARKET SQUARE-ASSIGNMENT-Executed#page1.tif source=MMPI-MARKET SQUARE-ASSIGNMENT-Executed#page2.tif	

ASSIGNMENT

THIS ASSIGNMENT is entered into as of Jan. 4, 2011 (this "Assignment") by and between Merchandise Mart Properties, Inc. ("Assignor"), a corporation organized and existing under the laws of the State of Delaware, located at 222 Merchandise Mart Plaza, Suite 470, Chicago, IL 60654 and Market Square II LLC ("Assignee"), a limited liability company, organized and existing under the laws of the State of Delaware, located at 222 Merchandise Mart Plaza, Suite 470, Chicago, IL 60654.

WHEREAS, Assignor owns all right, title and interest in and to the trademarks set forth on SCHEDULE A attached hereto (collectively, the "Trademarks");

WHEREAS, Assignor wishes to assign to Assignee, and Assignee desires to obtain from Assignor, all right, title and interest in and to the Trademarks, together with the goodwill symbolized by such Trademarks;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, its successors, assigns and legal representatives, Assignor's entire, full and exclusive right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and any applications and/or registrations therefor, and the right (but not the obligation) to assert the Trademarks and to collect for all past, present and future infringements, and claims for damages and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world by reason of any past and future acts of infringement that have occurred or may occur. Assignor agrees that it shall do, execute, acknowledge and deliver, all acts, agreements, instruments, notices and assurances as may be reasonably requested by Assignee to further effect and evidence the transactions contemplated hereby.

Assignor authorizes and requests that the Commissioner for Trademarks record Assignee as the owner of the entire right, title and interest in and to the Trademarks, for the sole use and enjoyment by Assignee, its successors, assigns, or other legal representatives, and hereby covenants that it has the full right to convey the entire interest granted herein, and that it has not executed and will not execute any agreement that conflicts herewith.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the date first written above.

Merchandise Mart Properties, Inc.

By: 

Print Name: Cheryl M. Longstreet

Print Title: VP, Legal Sec.

Date: 1.4.11

SCHEDULE A

Trademark	Registration Number
FURNITURE PLAZA	2,939,142
MARKET SQUARE	3,495,898
NATIONAL FURNITURE MART	2,896,739
SUITES AT MARKET SQUARE	2,987,699

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