# TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | NUNC PRO TUNC ASSIGNMENT |
| EFFECTIVE DATE: | 09/03/2010 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| WCI Communities, LLC | | 09/03/2010 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|---|---|
| Name: | Clublink US Corporation |
| Street Address: | 209 Stoneham Dr |
| City: | Sun City Center |
| State/Country: | FLORIDA |
| Postal Code: | 33573 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 2

| Property Type | Number | Word Mark |
|---|---|---|
| Registration Number: | 2668691 | SUN CITY CENTER |
| Registration Number: | 2668676 | SUNCITYCENTER |

OP $65.00 2668691

CORRESPONDENCE DATA

Fax Number: (202)672-5399
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*
Phone: 202-672-5300
Email: PTOMAILWashington@foley.com
Correspondent Name: Norm J. Rich and Katherine P. Califa
Address Line 1: Foley & Lardner LLP
Address Line 2: 3000 K Street, N.W., Sixth Floor
Address Line 4: Washington, DISTRICT OF COLUMBIA 20007-5109

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|---|---|
| ATTORNEY DOCKET NUMBER: | 098303-0101 |
| NAME OF SUBMITTER: | Katherine P. Califa |

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|---|---|
| Signature: | /kpc/ |
| Date: | 07/28/2011 |
| Total Attachments: 5<br>source=assignment#page1.tif<br>source=assignment#page2.tif<br>source=assignment#page3.tif<br>source=assignment#page4.tif<br>source=assignment#page5.tif | |

## PARTIAL ASSIGNMENT AND ASSUMPTION OF STIPULATION OF JUDGMENT

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF STIPULATION OF JUDGMENT (this "Assignment") is made, entered into, and effective as of September 3, 2010 (the "Effective Date"), by and between **WCI COMMUNITIES, LLC**, a Delaware limited liability company, as successor in interest to WCI Communities, Inc. and Watermark Communities, Inc. ("Transferor") and **CLUBLINK US CORPORATION**, a Delaware corporation ("Transferee").

### RECITALS

A. [redacted]

B. [redacted]

C. Transferor has agreed to sell, convey, transfer, assign, set over, and deliver to Transferee, all of Transferor's right, title and interest in and to that certain Stipulation of Judgment entered in Case No. 8:00CV473-T-24-MAP in the U.S. District Court for the Middle District of Florida, Tampa Division, in the case styled Del Webb Corporation, as Plaintiff, v. Watermark Communities, Inc.; Florida Design Communities, Inc.; WCI Communities, Inc; Richard Vandermeer; and Ronald Cress, as Defendants ("Stipulation of Judgment"), solely with respect to the specific "WCI SUN CITY CENTER Marks" (as defined in the Stipulation of Judgment) identified in Exhibit B attached hereto and incorporated herein by this reference ("Assigned Marks"); and

D. Transferee has agreed to assume the duties of Transferor under the Stipulation of Judgment solely with respect to the Assigned Marks arising from and after the Effective Date.

### AGREEMENTS

**NOW, THEREFORE,** in consideration of the recitals, the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transferor and Transferee agree as follows:

Section 1. **Partial Assignment.** As of the Effective Date, Transferor does hereby grant, bargain, convey, transfer, assign, set over, abandon and deliver, unto Transferee, all of Transferor's right, title, and interest in and to the Stipulation of Judgment, solely with respect to the Assigned Marks, but expressly excluding the rights to use or own the Internet domain name www.suncityctr.com, and/or any other domain name that incorporates the "WCI SUN CITY CENTER Marks," in connection with its business activities pursuant to Paragraph 6 of the



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Stipulation of Judgment (the "Internet Domain Name"). The parties hereby acknowledge and agree that this Assignment provides for only a partial assignment of the Stipulation of Judgment, solely with respect to the Assigned Marks, but expressly excluding the rights to use or own the Internet Domain Name, and that Transferor expressly reserves all right, title and interest in and to the Stipulation of Judgment with respect to the WCI SUN CITY CENTER Marks, other than the Assigned Marks, and the Internet Domain Name.

Section 2. [redacted]

Section 3. **"AS IS" Transfer.**

3.1 [redacted]

3.2 [redacted]

Section 4. [redacted]



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[redacted]

Section 5. **Successors and Assigns.** This Assignment shall be binding upon: the Transferor and each of its successors and assigns (if any) and the Transferee and each of its successors and assigns (if any). This Assignment shall inure to the benefit of: the Transferor, the Transferee, and the respective assigns and successors (if any) of each of the Transferor and the Transferee.

Section 6. **Waiver.**

6.1 No failure on the part of any person to exercise any power, right, privilege or remedy under this Assignment, and no delay on the part of any person in exercising any power, right, privilege or remedy under this Assignment, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy.

6.2 No person shall be deemed to have waived any claim arising out of this Assignment, or any power, right, privilege or remedy under the Assignment, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such person; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

Section 7. **Construction.**

7.1 For purposes of this Assignment, whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include the masculine and feminine genders.

7.2 As used in this Assignment, the words "include" and "including" and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation."

Section 8. **Governing Law; Miscellaneous.**

8.1 This Assignment shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflict of law principles.

8.2 In the event legal proceedings are instituted to enforce or interpret this Assignment or any provision hereof, the prevailing party shall be reimbursed all reasonable attorneys' fees and expenses incurred in connection therewith.

8.3 This Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.



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**IN WITNESS WHEREOF,** the parties have executed this Assignment effective as of the Effective Date.

(Signature)
Robert S Freedman
(Printed Name)

(Signature)
Stephen J. Swaboda
(Printed Name)

**TRANSFEROR:**

**WCI COMMUNITIES, LLC,** a Delaware corporation, successor in interest to WCI Communities, Inc. and Watermark Communities, Inc.

By: _____
Richard Barber, Vice President

(Signature)
JOHN ROBERT PEDALE JR.
(Printed Name)

(Signature)
GLORIA STEWART
(Printed Name)

**TRANSFEREE:**

**CLUBLINK US CORPORATION,** a Delaware corporation

By: _____
Robert Visentin, President



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EXHIBIT B

Assigned Marks

SUN CITY CENTER AMENITIES MARKS

I. The Following Marks Are Owned by WCI Communities, LLC.

| Mark | Goods & Services | Registration No. | Registration Date | Upcoming Filing Date |
|---|---|---|---|---|
| SUN CITY CENTER | IC 041. US 100 101 107. G & S: country club services; golf courses; providing recreational facilities namely, tennis courts, swimming pools, athletic and health club facilities. | 2,668,691 | 12/31/2002 | 10 year renewal due on 12/31/2012 |
| | IC 041. US 100 101 107. G & S: country club services; golf courses; providing recreational facilities namely, tennis courts, swimming pools, athletic and health club facilities. | 2,668,676 | 12/31/2002 | 10 year renewal due on 12/31/2012 |



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