

07/11/2012



103646795

To the Director of the U. S. Patent and

Documents or the new address(es) below.

1. Name of conveying party(ies):

CMF Operating Company L.L.C.

- Individual(s)
- Partnership
- Corporation- State:
- Other Limited Liability Company

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 05/26/2012

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Sea Colony Recreational Association, Inc.

Street Address: Route One + West Way

City: Bethany Beach

State: Delaware

Country: USA Zip: 19930

- Individual(s) Citizenship
- Association Citizenship
- Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship Delaware
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2228488  
1104024

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Bird in Circle Design Trademark  
"SEA COLONY" Trademark

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Robert J. Valihura, Jr. Esquire

Internal Address:

Street Address: 1203 North Orange Street

City: Wilmington,

State: DE Zip: 19801

Phone Number: 302-426-1313

Docket Number:

Email Address: Valihura@aol.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 50.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 00000011 2228488

Authorized User Name e 40.00 OP  
25.00 OP

9. Signature:

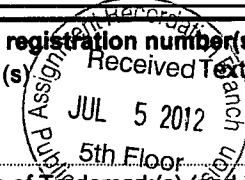
Robert J. Valihura, Jr.  
Signature  
Name of Person Signing

7/3/12  
Date

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

7-5-12



ASSIGNMENT AGREEMENT

Carl M. Freeman Associates, Inc., a Maryland Corporation ("CMFA") and Sea Colony Development Corporation, Inc., a Delaware corporation ("SCD") (together with CMFA, "Assignors"), and Sea Colony Recreational Association, Inc., a Delaware corporation ("Assignee"), are parties to a License Transfer Agreement dated May 2, 2012 (the "License Transfer Agreement"), whereby Assignors agreed to assign and transfer to Assignee the trade name and service mark of SEA COLONY, United States Service Mark Registration No. 1,104, 024, and the service mark consisting of a stylized bird within a circle, United States Service Mark Registration No. 2,228,488 (collectively, the "Marks). By Assignment Agreements dated April 30, 2010, copies of which are attached as Exhibits A and B, CMFA transferred the Marks to the undersigned, CMF Operating Company L.L.C. ("CMF LLC"), an entity affiliated with CMFA, and such Marks have been formally assigned to CMF LLC.

CMF LLC, for good and valuable consideration, the sufficiency of which is hereby acknowledged, hereby assigns, transfers and sets over to Assignee all rights, title and interest held by CMF LLC in the Marks. It is the intention of CMF LLC to assign and transfer all rights, title and interest that it has or may have in the Marks to Assignee, and believes that it has taken all actions necessary to effectuate such assignment and transfer hereby. Should it be later determined that there is some further act or document that is required to make such transfer complete or effective, CMF LLC hereby agrees to act in good faith and to reasonably cooperate with Assignee to take such actions and execute any and all documents necessary to transfer all such rights, title and interests to Assignee.

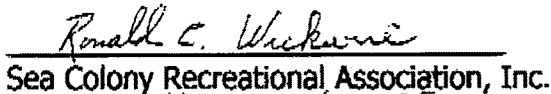
CMF LLC hereby accepts and agrees to be bound by the terms of the License Transfer Agreement as if it was an original party and signer of such Agreement, and agrees that Assignee may enforce such License Transfer Agreement against CMF LLC as if it was a party to such Agreement.

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement on this 26<sup>th</sup> day of May, 2012.

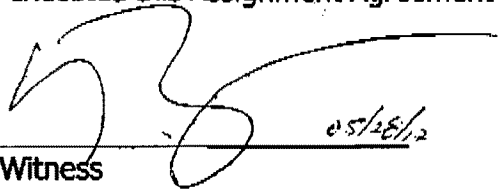


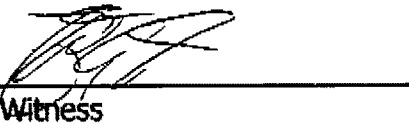
CMF Operating Company L.L.C.

By:  
Title:

  
Sea Colony Recreational Association, Inc.

By: RONALD C. WICKWIRE  
Title: PRESIDENT

 05/28/12  
Witness

  
Witness