

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
	Rhein Interests of Charlotte, LLC		06/26/2012
	Entity Type LIMITED LIABILITY COMPANY: NORTH CAROLINA		
RECEIVING PARTY DATA			
Name:	PNC Bank National Association		
Street Address:	1900 E. 9th Street, 22nd Floor		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	2738529	PALISADES
CORRESPONDENCE DATA			
Fax Number:	7043533698		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	7043315792		
Email:	donna.millard@klgates.com, chicago.trademarks@klgates.com		
Correspondent Name:	Karl S. Sawyer, Jr.		
Address Line 1:	Post Office Box 33144		
Address Line 2:	K&L Gates LLP		
Address Line 4:	Charlotte, NORTH CAROLINA 28233		
ATTORNEY DOCKET NUMBER:	2925517.00204STDPACIFIC		
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.		

Signature:	/ Karl S. Sawyer, Jr. /
Date:	07/26/2012
Total Attachments: 6 source=Rhein to PNC Bank PALISADES#page1.tif source=Rhein to PNC Bank PALISADES#page2.tif source=Rhein to PNC Bank PALISADES#page3.tif source=Rhein to PNC Bank PALISADES#page4.tif source=Rhein to PNC Bank PALISADES#page5.tif source=Rhein to PNC Bank PALISADES#page6.tif	

TRADEMARK AND SERVICE MARK ASSIGNMENT

WHEREAS, RHEIN INTERESTS OF CHARLOTTE, LLC, a North Carolina limited liability company ("Assignor"), owns all rights, title and interests to and in the trademark and service mark and corresponding registration identified in Exhibit A, incorporated herein by reference ("the Mark") for real estate development services;

WHEREAS, PNC BANK NATIONAL ASSOCIATION ("Assignee"), desires to acquire the Assignor's entire right, title and interest in and to the Mark in accordance with the terms of that certain Settlement Agreement and Mutual Release dated December 28, 2010 between Assignor, Assignee, Robert C. Rhein and Rhein Interests of Charlotte, LLC; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor conveys, transfers, and assigns to Assignee all its rights, title, and interests in and to the Mark and all the applications and registrations therefor, including any and all renewals and extensions thereof, together with the goodwill of the business symbolized thereby and with all claims for damages by reason of past infringement of the Mark, with the right to sue for, and collect the same for its own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

This Assignment shall be binding on the Assignor, its successors and assigns and all others acting by, through, with, or under their direction, and all those in privity therewith.

Assignor agrees that from time to time upon Assignee's request, and without further consideration or charge, Assignor will take all actions as may be reasonably necessary to allow Assignee to (a) confirm the conveyance granted in this Assignment, or (b) obtain, defend, perfect, record or enforce this Assignment and trademark applications and registrations for any of the Mark. Such actions shall include (but not be limited to) the execution of confirmatory assignments or written transfers of ownership of the Mark, the execution of papers and oaths, the giving of testimony and the granting of interviews that are reasonably necessary in the opinion of Assignee, its successors and assigns. If Assignee is unable for any reason whatsoever, including Assignor's dissolution or Assignee's inability after expending reasonable efforts to locate Assignor, to secure such actions from Assignor, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney in fact to act for and in Assignor's behalf and stead to undertake such actions and to execute and file any such applications, registrations, renewals, assignments, oaths and documents and to do all other lawfully permitted acts to provide such actions with the same legal force and effect as if executed by Assignor. This appointment is coupled with an interest in and to the Mark and shall survive Assignor's dissolution, death or disability.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed
Effective as of June 26, 2012.

ASSIGNOR:

RHEIN INTERESTS OF CHARLOTTE, LLC

By:  _____

Name: ROBERT C. RHEIN

Its: PRESIDENT / CEO

ASSIGNEE:

PNC BANK NATIONAL ASSOCIATION

By: _____

Name: _____

Its: _____

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed
Effective as of June 26, 2012.

ASSIGNOR:

RHEIN INTERESTS OF CHARLOTTE, LLC

By: 

Name: ROBERT C. RHEIN

Its: PRESIDENT / CEO

ASSIGNEE:

PNC BANK NATIONAL ASSOCIATION

By: Charles Buttle

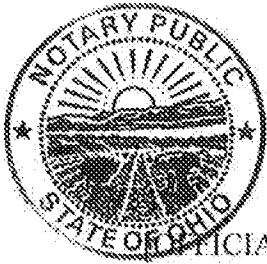
Name: Charles Buttle

Its: Vice President

STATE OF OHIO
COUNTY OF HAMILTON

The undersigned, a Notary Public of the County and State aforesaid, certifies that ROBERT C. RHEIN personally came before me this day and acknowledged that he is PRESIDENT/CEO of RHEIN INTERESTS OF CHARLOTTE, LLC, a North Carolina limited liability company, and that by authority given and as the act of said limited liability company, the foregoing instrument was signed in its name by him.

Witness my hand and official seal this the 26 day of June, 2012.



SHARYN F. HOPPER
Notary Public, State of Ohio
My Commission Expires
January 22, 2013

[OFFICIAL SEAL]

Sharyn F. Hopper
Notary Public
Sharyn F. Hopper
Print Name
Commission Expires: 1/22/2013

STATE OF OHIO

COUNTY CUYAHOGA

I, the undersigned Notary Public in and for the County and State aforesaid, do hereby certify that Charles Buttle, personally known to me, personally came before me this day and acknowledged that he is the Vice President of PNC BANK, National Association and that he, as Vice President, being authorized to do so, voluntarily executed the foregoing on behalf of PNC BANK, National Association for the purposes stated therein.

WITNESS my hand and official seal or stamp this _____ day of June, 2012,

Notary Public

Print Name
Commission Expires: _____

[OFFICIAL SEAL]

STATE OF OHIO

COUNTY OF HAMILTON

The undersigned, a Notary Public of the County and State aforesaid, certifies that ROBERT C. RHEIN personally came before me this day and acknowledged that he is PRESIDENT/CEO of RHEIN INTERESTS OF CHARLOTTE, LLC, a North Carolina limited liability company, and that by authority given and as the act of said limited liability company, the foregoing instrument was signed in its name by him.

Witness my hand and official seal this the 26 day of June, 2012.



SHARYN F. HOPPER
Notary Public, State of Ohio
My Commission Expires
January 22, 2013

[OFFICIAL SEAL]

Sharyn F. Hopper
Notary Public

Sharyn F. Hopper
Print Name

Commission Expires: 1/22/2013

STATE OF OHIO

COUNTY CUYAHOGA

I, the undersigned Notary Public in and for the County and State aforesaid, do hereby certify that Charles Buttle, personally known to me, personally came before me this day and acknowledged that he is the Vice President of PNC BANK, National Association and that he, as Vice President, being authorized to do so, voluntarily executed the foregoing on behalf of PNC BANK, National Association for the purposes stated therein.

WITNESS my hand and official seal or stamp this 26th day of June, 2012.

Donna M. Vanio
Notary Public

Donna M. Vanio
Print Name

Commission Expires: _____

[OFFICIAL SEAL]



DONNA M. VANIO
Notary Public, State of Ohio
My Commission Expires
August 13, 2016

EXHIBIT A

<u>MARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
PALISADES	United States	2,738,529	July 15, 2003