

## 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
Katella Anaheim Retail, LLC, a Delaware limited liability company		09/21/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Anaheim Capital Partners LLC, a Delaware limited liability company		
Doing Business As:	dba in California as Anaheim Retail Partners LLC		
Street Address:	399 Park Avenue		
Internal Address:	6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77306759	ANAHEIM GARDENWALK	
CORRESPONDENCE DATA			
Fax Number:	2128838883		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-883-1700		
Email:	fditta@dslp.com		
Correspondent Name:	Duval & Stachenfeld LLP c/o Terri Adler		
Address Line 1:	101 Park Avenue		
Address Line 2:	11th Floor		
Address Line 4:	New York, NEW YORK 10178		
ATTORNEY DOCKET NUMBER:	3313.0001		
NAME OF SUBMITTER:	Frank Ditta		

OP \$40.00 77306759

TRADEMARK

Signature:	/s/ Frank Ditta
Date:	09/26/2012
<b>Total Attachments: 7</b> source=Trademark Assignment (fully executed)#page1.tif source=Trademark Assignment (fully executed)#page2.tif source=Trademark Assignment (fully executed)#page3.tif source=Trademark Assignment (fully executed)#page4.tif source=Trademark Assignment (fully executed)#page5.tif source=Trademark Assignment (fully executed)#page6.tif source=Trademark Assignment (fully executed)#page7.tif	

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made this 21<sup>st</sup> day of September, 2012 ("Assignment Date") by and between KATELLA ANAHEIM RETAIL, LLC, a Delaware limited liability company ("Assignor"), and ANAHEIM CAPITAL PARTNERS LLC, a Delaware limited liability company ("Assignee").

### R E C I T A L S:

WHEREAS, Assignor is the owner of the trademarks, service marks and domain names/URL set forth on Schedule A attached hereto and made part hereof (collectively and individually, the "Marks"); and

WHEREAS, Assignor and Assignee, are parties to a certain Agreement of Purchase and Sale and Joint Escrow Instructions dated as of July 3, 2012 (the "Original Agreement"), which was amended pursuant to (i) that certain First Amendment to Agreement of Purchase and Sale and Joint Escrow Instructions dated as of August 6, 2012 (the "First Amendment"); (ii) that certain Second Amendment to Agreement of Purchase and Sale and Joint Escrow Instructions dated as of August 10, 2012 (the "Second Amendment"); (iii) that certain Third Amendment to Agreement of Purchase and Sale and Joint Escrow Instructions dated as of August 20, 2012 (the "Third Amendment"); (iv) that certain Fourth Amendment to Agreement of Purchase and Sale and Joint Escrow Instructions dated as of August 21, 2012 (the "Fourth Amendment"); (v) that certain Fifth Amendment to Agreement of Purchase and Sale and Joint Escrow Instructions, dated as of August 22, 2012 (the "Fifth Amendment"), and (vi) that certain Sixth Amendment to Agreement of Purchase and Sale and Joint Escrow Instructions, dated as of September 21, 2012 (the "Sixth Amendment"; together, with the Original Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and the Fifth Amendment, the "Purchase Agreement", as the same may be further amended or assigned from time to time), pursuant to which Assignor transferred and conveyed, among other things, all right, title and interest, including good will, in and to the Marks to Assignee.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor reaffirms its prior transfer and conveyance set forth in the Purchase Agreement.
2. Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns, the entire, worldwide right, title and interest in and to the Marks and any trade dress associated with the Marks, including, without limitation, the registrations and applications for registrations set forth on Schedule A, together with the good will of Assignor's business connected with and symbolized by the Marks and trade dress and any and all causes of action heretofore and hereafter accrued or accruing for infringement or threatened or alleged infringement of the Marks in the sole name of Assignee, its successors or assigns.
3. Assignor agrees to execute any document in addition to this instrument that Assignee deems necessary or appropriate to effectuate the rights transferred and conveyed above.

4. Neither the making nor the acceptance of this assignment and transfer pursuant to this Assignment shall constitute a waiver or release by Assignor or Assignee of any liabilities, duties or obligations imposed upon either of them by the terms of the Purchase Agreement.

5. In the event of any dispute between Assignor and Assignee arising out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses of such dispute, including, without limitation, reasonable attorneys' fees and costs. Any such attorneys' fees and other expenses incurred by either party in enforcing a judgment in its favor under this Assignment shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Assignment and to survive and not be merged into any such judgment.

6. This Assignment and the provisions hereof shall inure to the benefit of and be binding upon the parties to this Assignment and their respective successors, heirs and permitted assigns.

7. Except as otherwise expressly set forth herein, Assignor and Assignee do not intend, and this Assignment shall not be construed, to create a third-party beneficiary status or interest in, nor give any third-party beneficiary rights or remedies to, any other person or entity not a party to this Assignment.

8. This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of California.

9. This Assignment may be executed in counterparts, each of which shall be deemed an original, and all of which shall taken together be deemed one document.

[SIGNATURE PAGES FOLLOW]

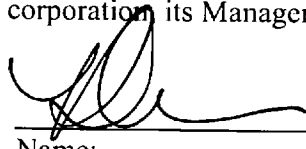
IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Assignment Date.

ASSIGNOR:

KATELLA ANAHEIM RETAIL, LLC, a Delaware limited liability company

By: Citigroup Global Markets Realty Corp., a New York corporation its Manager

By:



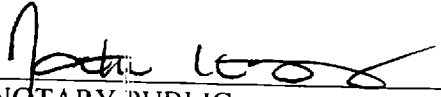
Name: Brian C. Davison  
Title: Authorized Signatory

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ACKNOWLEDGEMENT

STATE OF New York )  
COUNTY OF New York ) ss.:

On this 9<sup>th</sup> day of September, 2012 before me personally came Brian Davison, to me known, who, being by me duly sworn, did depose and say that he/~~she~~ is the Authorized Signatory Citigroup Global Markets Realty Corp., the corporation described in and which executed the foregoing Trademark Assignment, and that he/she was duly authorized by said corporation to execute the foregoing instrument.

  
NOTARY PUBLIC

Nannette L. Edwards  
Notary Public, State of New York  
No. 01ED6158862  
Qualified in Queens County  
Commission Expires Jan. 08, 2015


ASSIGNEE:

ANAHEIM CAPITAL PARTNERS LLC, a Delaware limited liability company doing business in California as ANAHEIM RETAIL PARTNERS LLC

By: Anaheim Partners LLC, a Delaware limited liability company, its sole member

By: Avenue Anaheim Manager LLC, a Delaware limited liability company, its co-manager

By: Anaheim Avenue LLC, a Delaware limited liability company, its sole member

By:   
Name: Edward Gellert  
Title: Authorized Signatory

ACKNOWLEDGEMENT

STATE OF New York )  
 ) ss.:  
COUNTY OF New York )

On this 19<sup>th</sup> day of September, 2012 before me personally came Edward Geller, to me known, who, being by me duly sworn, did depose and say that he/she is the Authorized Signatory of Anaheim Avenue, LLC, the corporation described in and which executed the foregoing Trademark Assignment, and that he/she was duly authorized by said corporation to execute the foregoing instrument.

Robert Capparelli  
NOTARY PUBLIC

**ROBERT CAPPARELLI**  
Notary Public, State of New York  
No. 01CA6075363  
Qualified in Queens County  
Commission Expires June 3, 2014



**SCHEDULE A**

List of Marks

<b>MARK</b>	<b>SERIAL NO.</b>	<b>REGISTRATION NO.</b>
ANAHEIM GARDENWALK	77306759	3533273
www.anaheimgardenwalk.com		