

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															
<table border="1"><thead><tr><th>Name</th><th>Formerly</th><th>Execution Date</th><th>Entity Type</th></tr></thead><tbody><tr><td>ArborOne, ACA</td><td></td><td>06/06/2012</td><td>Agricultural Credit Association established under the Farm Credit System: UNITED STATES</td></tr><tr><td>Regions Bank</td><td></td><td>06/06/2012</td><td>CORPORATION: ALABAMA</td></tr></tbody></table>				Name	Formerly	Execution Date	Entity Type	ArborOne, ACA		06/06/2012	Agricultural Credit Association established under the Farm Credit System: UNITED STATES	Regions Bank		06/06/2012	CORPORATION: ALABAMA
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Regions Bank		06/06/2012	CORPORATION: ALABAMA												
RECEIVING PARTY DATA															
<table border="1"><tr><td>Name:</td><td>Commonwealth Fairs & Events, LLC</td></tr><tr><td>Street Address:</td><td>13111 Dawn Boulevard</td></tr><tr><td>City:</td><td>Doswell</td></tr><tr><td>State/Country:</td><td>VIRGINIA</td></tr><tr><td>Postal Code:</td><td>23047</td></tr><tr><td>Entity Type:</td><td>LIMITED LIABILITY COMPANY: VIRGINIA</td></tr></table>				Name:	Commonwealth Fairs & Events, LLC	Street Address:	13111 Dawn Boulevard	City:	Doswell	State/Country:	VIRGINIA	Postal Code:	23047	Entity Type:	LIMITED LIABILITY COMPANY: VIRGINIA
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PROPERTY NUMBERS Total: 2															
<table border="1"><thead><tr><th>Property Type</th><th>Number</th><th>Word Mark</th></tr></thead><tbody><tr><td>Registration Number:</td><td>3373075</td><td>SFVA</td></tr><tr><td>Registration Number:</td><td>3348569</td><td>STATE FAIR OF VIRGINIA</td></tr></tbody></table>				Property Type	Number	Word Mark	Registration Number:	3373075	SFVA	Registration Number:	3348569	STATE FAIR OF VIRGINIA			
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Registration Number:	3373075	SFVA													
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CORRESPONDENCE DATA															
Fax Number: 8044206507															
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>															
Phone: 804.420.6607															
Email: wdickinson@williamsmullen.com															
Correspondent Name: William P. Dickinson, III															
Address Line 1: 200 South 10th Street															
Address Line 2: Suite 1600															
Address Line 4: Richmond, VIRGINIA 23219															
ATTORNEY DOCKET NUMBER:	064155.0002														

TRADEMARK

900254009

REEL: 005018 FRAME: 0808

OP \$65.00 3373075

NAME OF SUBMITTER:	William P. Dickinson, III
Signature:	/William P. Dickinson, III/
Date:	05/01/2013
Total Attachments: 3 source=Arbor One Bill of Sale - IP#page1.tif source=Arbor One Bill of Sale - IP#page2.tif source=Arbor One Bill of Sale - IP#page3.tif	

**SECURED PARTY BILL OF SALE
UNDER THE UNIFORM COMMERCIAL CODE**

THIS BILL OF SALE dated July 6, 2012, is made pursuant to Section 8.9A619 of the Virginia Uniform Commercial Code, by **ArborOne, ACA**, as agent and nominee for its wholly-owned subsidiary, **ArborOne, FLCA**, as Servicer and Secured Party, with the consent of Regions Bank, as Trustee and Secured Party, 800 Woody Jones Boulevard, Florence, SC 29502 (collectively, the "Seller") to **Commonwealth Fairs & Events, LLC**, a Virginia limited liability company ("Purchaser") to evidence the transfer of the following (the "Property"):

- (a) all of the Seller's rights, titles, and interests to the use and ownership of those items listed on Exhibit A.

The Seller further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be reasonably necessary for securing, completing, or vesting in Purchaser the Seller's right, title, and interest in and to the Property.

The Property previously was held as collateral by the Seller under that certain Bond Indenture by and between the State Fair of Virginia, Inc., **ArborOne, ACA**, as agent and nominee, and Regions Bank, as Trustee, and that certain Security Agreement each dated December 21, 2007. The Seller warrants that it had a properly perfected security interest in the Property and foreclosed its security interest in the Property on or about May 22, 2012 pursuant to an auction sale conducted under the bond documents and applicable state law (the "UCC Sale"). This Sale Agreement shall constitute a valid and legal Bill of Sale to Purchaser for the Property sold pursuant to the UCC Sale.

The Seller is neither a manufacturer nor distributor of, nor dealer, nor merchant in, the Property. The Seller warrants that it can convey the Property to Purchaser free of any conflicting interests. The property is sold "AS IS," "WHERE IS," "WITH ALL FAULTS," and "WITHOUT ANY WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED INCLUDING, WITHOUT LIMITATION, A WARRANTY OF MERCHANTABILITY OF FITNESS FOR ANY PARTICULAR OR OTHER PURPOSE."

TO HAVE AND TO HOLD the same unto Purchaser and its successors and assigns forever.

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed on the date first above written.

ArborOne, ACA, as agent and nominee for its wholly-owned subsidiary, **ArborOne, FLCA**, as Servicer and Secured Party

By: 

J. Richard Calhoun
Senior Vice President
843-432-2316
rcalhoun@arborone.com

EXHIBIT A

- (i) the name "STATE FAIR OF VIRGINIA";
- (ii) STATE FAIR OF VIRGINIA trademark, U.S. Reg. 3,348,569 and SFVA trademark, U.S. Reg. 3,373,075 (collectively the "Mark"), together with any and all common law rights and goodwill associated with the Mark, any and all goodwill in the business associated with the Mark, and/or any and all goodwill symbolized by the business associated with the Mark;
- (iii) www.statefairva.org website/address, and all copyrights to the material contained therein;
- (iv) www.facebook.com/StateFairVA, and all copyrights to the material contained therein;
- (v) [Twitter.com/StateFairVA](https://twitter.com/StateFairVA), and all copyrights to the material contained therein;
- (vi) www.linkedin.com/company/the-state-fair-of-virginia, and all copyrights to the material contained therein;
- (vii) www.meadoweventpark.com website/address, and all copyrights to the material contained therein;
- (viii) (3) Power Generators;
- (ix) Restaurant Equipment located in Farm Bureau Exhibition Hall;
- (x) (9) Single Wide Bathroom Trailers;
- (xi) (18) Ticket Booths
- (xii) Server Login
- (xiii) Great Plains Logins
- (xiv) Facebook Logins for:
State Fair of Virginia
Highland Celtic Games
Meadow Event park
- (xv) LinkedIn Login/password
- (xvi) Twitter Login/password

- (xvii) Constant Contact Login
- (xviii) Web Hosting and Domain Registration Logins
- (xix) Access Databases Passwords
- (xx) Phone, Extensions & Voicemail Passwords
- (xxi) E-mail Accounts Logins
- (xxii) Concessions Computer Login (CaterEase Software).

The rights conveyed hereby include, but are not limited to, the Seller's right to all past, present, and future damages, royalties, and income hereinafter due or payable to the Seller with respect to any Mark or copyright, the Seller's right to sue for past, present, and future infringement(s) and/or misappropriation(s) of the Mark or any copyright, the Seller's right to recover damages and/or remedies for any past, present, or future infringement(s) and/or misappropriation(s) of the Mark or any copyright, the Seller's right to register the Mark or any copyright in any jurisdiction worldwide, the Seller's right to renew the Mark or any copyright in any jurisdiction worldwide, the Seller's right to license the use of the Mark or any copyright, and the Seller's right to assign the Mark or any copyright, as appropriate.

Seller makes no representation or warranty as to the accuracy or validity of passwords, logins or domain names set forth herein.