

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goldman Sachs Lending Partners LLC		04/19/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	LNR Property LLC		
Street Address:	591 West Putnam Avenue		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4171364	LNR PROPERTY LLC	
Registration Number:	4171369	LNR	
Serial Number:	85496909	ARCHETYPE	
CORRESPONDENCE DATA			
Fax Number:	9177777373		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-735-3000		
Email:	andrew.patrick@skadden.com		
Correspondent Name:	Skadden Arps Slate Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 2:	Attn: Greg Palumbo, Esq.		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	217730/2532		
		TRADEMARK	

NAME OF SUBMITTER:	Gregory T. Palumbo
Signature:	/Gregory T. Palumbo/
Date:	06/10/2013
<b>Total Attachments: 5</b> source=LNR Trademark Release#page1.tif source=LNR Trademark Release#page2.tif source=LNR Trademark Release#page3.tif source=LNR Trademark Release#page4.tif source=LNR Trademark Release#page5.tif	

RELEASE OF TRADEMARK SECURITY INTEREST, dated as of April 19, 2013 (this “Release”), by Goldman Sachs Lending Partners LLC, as Collateral Agent (as defined below). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement or the Pledge and Security Agreement, as applicable, referred to below.

A. Reference is made to (i) the Credit and Guaranty Agreement dated as of April 29, 2011 (as heretofore amended or otherwise modified, the “Credit Agreement”), among LNR Property LLC (the “Grantor”), certain Subsidiaries of the Borrower party thereto, the Lenders party thereto and Goldman Sachs Lending Partners LLC, as Administrative Agent and Collateral Agent (in such capacities, the “Collateral Agent”) and (ii) the Pledge and Security Agreement dated as of April 29, 2011 (as amended, restated, supplemented or otherwise modified to the date hereof, the “Pledge and Security Agreement” and, together with the Credit Agreement, the “Security Agreements”), among the Grantor, certain Subsidiaries of the Grantor party thereto and the Collateral Agent.

B. Pursuant to the Security Agreements, Grantor was required to execute and deliver a Trademark Security Agreement, dated as of November 21, 2011 (“Trademark Security Agreement I”) and a Trademark Security Agreement, dated as of January 13, 2012 (“Trademark Security Agreement II”, and together with Trademark Security I, the “Trademark Security Agreements”).

C. Pursuant to the Security Agreements and the Trademark Security Agreements, among other things, the Grantor granted to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in and continuing lien on, among other things, all of the Grantor’s right, title and interest in, to and under the Trademark Collateral (as defined in each of the Trademark Security Agreements), including, without limitation, all registrations and applications of the Grantor set forth on (i) Schedule I hereto (the “November 2011 Trademarks”), which security interest was recorded with the United States Patent & Trademark Office on December 9, 2011, at Reel/Frame 4675/0396 and (ii) Schedule II hereto (the “December 2011 Trademark” and, together with the November 2011 Trademarks, the “Trademarks”), which security interest was recorded with the United States Patent & Trademark Office on February 3, 2012, at Reel/Frame 4710/0813.

C. In connection with the payment in full of all Obligations and the termination of all Commitments, the Grantor has informed the Collateral Agent of its desire that the Collateral Agent, on behalf of the Secured Parties, release all right, title and interest granted to it, for the benefit of the Secured Parties, under the Security Agreements and the Trademark Security Agreements in and to the Trademark Collateral (as defined in each of the Trademark Security Agreements), including, without limitation, the Trademarks.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates, releases and discharges any and all security interests under the Security Agreements and the Trademark Security Agreements it has in all of Grantor's rights, title and interest in, to and under the Trademark Collateral (as defined in each of the Trademark Security Agreements), including, without limitation, the Trademarks, and hereby reassigns all right, title and interest it has therein, together with the goodwill associated therewith, to the Grantor. The execution and delivery of this Release and the performance of any actions by the Collateral Agent are made without representation or warranty by, or recourse to, the Collateral Agent or any other Secured Party.

Collateral Agent hereby authorizes the filing of this Release in the United States Patent and Trademark Office by the Grantor, at the Grantor's sole cost and expense.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

[signature page follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed as of the day and year first above written.

GOLDMAN SACHS LENDING  
PARTNERS LLC, as Collateral Agent,

By

  
Name: Douglas Tansey

Title: Authorized Signatory

**Douglas Tansey**  
**Authorized Signatory**

[[3404635]]

**TRADEMARK**  
**REEL: 005044 FRAME: 0251**

Schedule I

**U.S. Trademark Registrations and Applications**

<b>Mark</b>	<b>Serial No.</b>	<b>Application Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
LNR PROPERTY LLC	85470559	11/11/2011	4171364	07/10/2012
LNR	85470584	11/11/2011	4171369	07/10/2012

Schedule II

**U.S. Trademark Registrations and Applications**

<b>Mark</b>	<b>Serial No.</b>	<b>Application Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
ARCHETYPE	85496909	12/15/2011	N/A	N/A