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	
PM Lifestyle Shopping Centers, LLC		108/15/2013	LIMITED LIABILITY COMPANY: DELAWARE	

RECEIVING PARTY DATA

Name:	IMI Colorado Springs LLC
Street Address:	5750 Old Orchard Road
Internal Address:	Suite 400
City:	Skokie
State/Country:	ILLINOIS
Postal Code:	60077
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3304970	THE PROMENADE SHOPS AT BRIARGATE

CORRESPONDENCE DATA

Fax Number: 6152482954

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

615-742-7944 Phone:

Email: trademarks@bassberry.com

Correspondent Name: Robert L. Brewer and Martha B. Allard

Address Line 1: 150 3rd Avenue South

Address Line 2: **Suite 2800**

900266431

Address Line 4: Nashville, TENNESSEE 37201

ATTORNEY DOCKET NUMBER:	107812-801
NAME OF SUBMITTER:	Martha B. Allard

REEL: 005113 FRAME: 0189

TRADEMARK

Signature:	/Martha B. Allard/
Date:	09/17/2013
Total Attachments: 3 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif	

TRADEMARK REEL: 005113 FRAME: 0190

TRADEMARK ASSIGNMENT

WHEREAS, PM LIFESTYLE SHOPPING CENTERS, LLC, a Delaware limited liability company, with a business address at 2650 Thousand Oaks Blvd., Suite 3150, Memphis TN 38118 ("Assignor"), has agreed to sell and assign to IMI COLORADO SPRINGS LLC, a Delaware limited liability company, with a business address at 5750 Old Orchard Road, Suite 400, Skokie, IL 60077 ("Assignee"), its successors, assigns, nominees, or other legal representatives, the entire right, title, interest, and goodwill in and to the trademarks/service marks identified on attached Exhibit A (collectively, the "Trademarks").

WHEREAS, in order to effectuate Assignor's assignment to Assignee of its entire rights, title and interests in and to the Trademarks, Assignor is executing this instrument of assignment.

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, Assignor's entire worldwide right, title and interest in and to, including, without limitation, any and all common law rights thereto, as well as the goodwill of the business symbolized by, the Trademarks.

Together with Assignor's worldwide right, title and interest in and to each of the Trademarks, as well as the goodwill of the business associated with said Trademarks being assigned to Assignee, are the rights to police, monitor and enforce said Trademarks against any and all past infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this present Assignment, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and/or registration of the Trademarks.

Assignor hereby covenants and warrants that, with respect to each Trademark, it has the full right to convey the above-described right, title, interest and goodwill by this instrument, free of any encumbrances. Assignor further covenants and warrants that no other agreement has been or will be executed in conflict herewith.

Assignor agrees to perform all affirmative acts which may be necessary or desirable to perfect the above-described transfer of rights, or to secure registration before the United States Patent and Trademark Office or any foreign Office, at Assignee's expense, as well as to cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to the Trademarks, again at Assignee's expense.

Assignor further authorizes the Commissioner of Patents and Trademarks of the United States and the appropriate official in any other country, to issue any and all trademark registrations, amended registrations and/or renewals that may be granted upon any application or petition for same, to Assignee, and/or Assignee's successors and/or assigns.

Assignor hereby grants to the designated attorneys of Assignee, the authority and power to insert on this instrument, any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the Trademark Office of any other country throughout the world.

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In WITNESS WHEREOF, Assignor has caused this instrument to be executed on this day of August, 2013.

PM Lifestyle Shopping Centers, LLC (Assignor)

By:

signature)

Printed Name: Joshua D. Poag Title: Chief Executive Officer

EXHIBIT A

TRADEMARKS

Mark	Appn. No.	Filing Date	Reg. No.	Reg. Date	Country
THE PROMENADE SHOPS AT BRIARGATE	78636264	May 24, 2005	3304970	October 2, 2007	US

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