

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT																
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Receiving party entity type from "corporation" to "non profit corporation" as reflected in the assignment instrument previously recorded on Reel 003922 Frame 0826. Assignor(s) hereby confirms the assignment of all rights, title and interest including the goodwill associated with the BELTLINE mark.																
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>The BeltLine Partnership, Inc.</td> <td></td> <td>01/28/2008</td> <td>CORPORATION: GEORGIA</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	The BeltLine Partnership, Inc.		01/28/2008	CORPORATION: GEORGIA						
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The BeltLine Partnership, Inc.		01/28/2008	CORPORATION: GEORGIA														
RECEIVING PARTY DATA																	
<table border="1"> <tr> <td>Name:</td> <td>Atlanta BeltLine, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>86 Pryor Street, S.W.</td> </tr> <tr> <td>Internal Address:</td> <td>Suite 200</td> </tr> <tr> <td>City:</td> <td>Atlanta</td> </tr> <tr> <td>State/Country:</td> <td>GEORGIA</td> </tr> <tr> <td>Postal Code:</td> <td>30303</td> </tr> <tr> <td>Entity Type:</td> <td>non profit corporation: GEORGIA</td> </tr> </table>				Name:	Atlanta BeltLine, Inc.	Street Address:	86 Pryor Street, S.W.	Internal Address:	Suite 200	City:	Atlanta	State/Country:	GEORGIA	Postal Code:	30303	Entity Type:	non profit corporation: GEORGIA
Name:	Atlanta BeltLine, Inc.																
Street Address:	86 Pryor Street, S.W.																
Internal Address:	Suite 200																
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Postal Code:	30303																
Entity Type:	non profit corporation: GEORGIA																
PROPERTY NUMBERS Total: 1																	
<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>3356126</td> <td>BELTLINE</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Registration Number:	3356126	BELTLINE								
Property Type	Number	Word Mark															
Registration Number:	3356126	BELTLINE															
CORRESPONDENCE DATA																	
<p>Fax Number: 3059615812 <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Phone: 3055790812 Email: mrv@gtlaw.com Correspondent Name: Greenberg Traurig Attn: Manuel Valcarcel Address Line 1: 333 Avenue of the Americas, Suite 4400 Address Line 4: Miami, FLORIDA 33131</p>																	
ATTORNEY DOCKET NUMBER:	124493.010200																

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TRADEMARK
 REEL: 005116 FRAME: 0823

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NAME OF SUBMITTER:	Manuel Valcarcel
Signature:	/Manuel Valcarcel/
Date:	09/24/2013
Total Attachments: 6 source=ABI Assignment#page1.tif source=ABI Assignment#page2.tif source=ABI Assignment#page3.tif source=ABI Assignment#page4.tif source=ABI Assignment#page5.tif source=ABI Assignment#page6.tif	

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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The BeltLine Partnership, Inc.		01/28/2008	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Atlanta BeltLine, Inc.		
Street Address:	86 Pryor Street, S.W.		
Internal Address:	Suite 300		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30303		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3356126	BELTLINE	
CORRESPONDENCE DATA			
Fax Number:	(305)961-5812		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3055790812		
Email:	mrv@gtiaw.com		
Correspondent Name:	Greenberg Traurig Attn: Manuel Valcarcel		
Address Line 1:	1221 Brickell Avenue		
Address Line 4:	Miami, FLORIDA 33131		
ATTORNEY DOCKET NUMBER:	091678.011000		
NAME OF SUBMITTER:	Manuel Valcarcel		
Signature:	/manuel valcarcel/		
Date:	01/22/2009		

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Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is executed and delivered as of this 28th day of August, 2008 ("Effective Date") by The BeltLine Partnership, Inc., a Georgia non-profit corporation ("Assignor"), to and in favor of Atlanta BeltLine, Inc., a Georgia non-profit corporation ("Assignee").

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of the Assignor's rights, title and interest in and to the BELTLINE mark and derivations and variations of same with the exception of the BELTLINE PARTNERSHIP word mark and logo (a copy of which is depicted on Schedule A attached hereto), which Assignor shall continue to own, and the Internet domain name www.beltline.org and other domain names used in connection with the official Atlanta BeltLine project website, which shall continue to be co-owned by Assignor and Assignee, including, but not limited to, any and all United States and foreign trademark registrations, applications, common law rights and other rights, including, but not limited to, the applications and registrations listed on Schedule A attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Mark").

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Mark, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all common law and other corresponding rights that are or may be secured in the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, at least as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner for Trademarks, and the corresponding entity or agency in each applicable foreign country, to record Assignee as the Assignee and owner of the Mark.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Mark (including the corresponding rights set forth in the above), free and clear of any liens, security interests, licenses, options or other encumbrances of any kind; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall take all further reasonable actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such reasonable cooperation and

assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitations, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Mark and this Assignment; (3) obtaining by Assignee any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

* * * * *

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representative as of the Effective Date.

ASSIGNOR:

THE BELTLINE PARTNERSHIP, INC., a Georgia non-profit corporation

By: Valarie Wilson
Name: Valarie Wilson
Title: Executive Director

ACKNOWLEDGEMENT

STATE OF Georgia)
) SS:
COUNTY OF Fulton)

The foregoing Assignment was acknowledged before me this 28th day January 2008 by Valarie Wilson the Exec Director of Beltline Partnership. He/she is personally known to me or has produced ID as identification.

Notary: Catherine Brackett
Print Name: CATHERINE BRACKETT

[NOTARIAL SEAL] Catherine Brackett
Notary Public, DeKalb County, Georgia
My commission expires: My Commission Expires May 1st, 2011

SCHEDULE A

A. MARKS

Mark	Registration No./ Application Serial No.	Goods/Services
BELTLINE	Fed. Application Ser. No. 78/735,030	Real estate development services and any other goods or services

B. THE BELTLINE PARTNERSHIP WORD MARK AND LOGO (ownership retained by Assignee)

