

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340836

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900322767		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MCO Properties Inc.		03/25/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Mirada Custom Lot Association		
Street Address:	P.O. Box 14387		
Internal Address:	c/o Desert Resort Management, Attn: Carol Calhoun		
City:	Palm Desert		
State/Country:	CALIFORNIA		
Postal Code:	92211		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3026252	MIRADA	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	760.436.3441		
Email:	lpoole@hoalaw.com		
Correspondent Name:	Laurie S. Poole, Peters & Freedman, LLP		
Address Line 1:	191 Calle Magdalena, Ste. 220		
Address Line 4:	Encinitas, CALIFORNIA 92024		
ATTORNEY DOCKET NUMBER:	CLIENT #: 2056		
NAME OF SUBMITTER:	Laurie S. Poole		
SIGNATURE:	/laurie poole/		
DATE SIGNED:	05/11/2015		
Total Attachments: 11			
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AGREEMENT AND ASSIGNMENT

This Agreement and Assignment (the "Agreement") is entered into as of the 25th day of March, 2015, between MCO Properties Inc., a Delaware corporation and MCO Mirada, LLC, a Delaware limited liability company (together, "MCO"), and The Mirada Custom Lot Association, a California non-profit corporation ("Mirada HOA").

MCO developed the planned community of Mirada Estates (the "Subdivision"), created the Mirada HOA and in accordance with various agreements had certain obligations to the Mirada HOA, that included, without limitation, the obligation to convey certain common areas in the Subdivision to the Mirada HOA.

MCO has sold all of its property in the Subdivision other than one non-strategic parcel of land. Accordingly, the parties have agreed that that MCO will transfer to the Mirada HOA all of MCO's rights, title and interest in the real property described on Exhibit "A" to this Agreement (the "Land").

MCO is the registered owner of the Mirada trademark and service mark filed with the United States Trademark Office, described in Exhibit "B" attached hereto (the "Mirada Trademark"). The parties have agreed that MCO will transfer the Mirada Trademark to Mirada HOA, subject to the reservation of certain continuing usage rights of the Mirada Trademark for the benefit of MCO and its affiliates and that the parties will mutually release each other from all liability, claims and obligations, from one to the other.

Therefore, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Mirada Trademark Assignment.** Subject to the reservations in Section 2 below, MCO hereby exclusively assigns and transfers to Mirada HOA, all of MCO's right, title, responsibilities, obligations of and interest in and to the Mirada Trademark and any Mirada Trademark registrations and applications. Such assignment and transfer of the Mirada Trademark to Mirada HOA includes future income (if any) related to infringement of the Mirada Trademark by parties other than MCO and the right to sue for infringement of the Mirada Trademark by parties other than MCO.

2. **Mirada Trademark Usage Retained by MCO.** MCO hereby reserves and the Mirada HOA hereby consents to the continuing right of MCO and its affiliates to use the Mirada Trademark, as it may be renewed from time to time, for purposes that include use on MCO's or its affiliates' websites, advertising, presentations, names of existing entities, references to past projects in marketing materials and the like ("Permitted Use").

3. **Additional Documents.** Mirada HOA and MCO agree that it will take such actions and execute such additional documents as may be necessary to vest in and secure unto Mirada HOA the right, title and interest in and to the Mirada Trademark as hereby assigned.

4. **Transfer of Land.** Concurrently with the execution hereof, MCO shall deliver to Mirada HOA a quitclaim in the form of Exhibit "C" to this Agreement by which MCO shall transfer its right, title and interest in the Land to the Mirada HOA. MCO acknowledges that it shall be responsible to pay and provide evidence of payment of all real property taxes due on the Land up to the date of the transfer to Mirada HOA.

5. **Mutual Releases.**

a. Effective as of the date of this Agreement, Mirada HOA hereby releases, acquits, and forever discharges MCO and any and all of their respective members, managers, shareholders, parent entities, subsidiary entities, affiliated entities, insurers, indemnitors, successors, attorneys, agents, contractors and assigns thereof, together with all of the present and former directors, officers, agents, and employees of any of the foregoing (the "MCO Released Parties") from any and all claims, demands, debts, actions, causes of action, suits, contracts, agreements, obligations, accounts, defenses, offsets, and liabilities of any kind or character, known or unknown, suspected or unsuspected, in contract or in tort, at law or in equity, including without implied limitation such claims and defenses as fraud, mistake, duress, and usury, which the Mirada HOA ever had, now have, or might hereafter have against MCO and/or the MCO Released Parties, jointly or severally, for or by reason of any matter, cause, or thing including without limitation those which related to dealings of the parties pertaining to the Subdivision or any part thereof.

b. Effective as of the date of this Agreement, MCO hereby releases, acquits, and forever discharges the Mirada HOA and any and all of its respective members, managers, shareholders, parent entities, subsidiary entities, affiliated entities, insurers, indemnitors, successors, attorneys, agents, contractors and assigns thereof, together with all of the present and former directors, officers, agents, and employees of any of the foregoing (the "Mirada HOA Released Parties") from any and all claims, demands, debts, actions, causes of action, suits, contracts, agreements, obligations, accounts, defenses, offsets, and liabilities of any kind or character, known or unknown, suspected or unsuspected, in contract or in tort, at law or in equity, including without implied limitation such claims and defenses as fraud, mistake, duress, and usury, which the MCO ever had, now have, or might hereafter have against Mirada HOA and/or the Mirada HOA Released Parties, jointly or severally, for or by reason of any matter, cause, or thing including without limitation those which related dealings of the parties pertaining to the Subdivision or any part thereof.

6. **Mutual Indemnification.**

a. MCO agrees to indemnify Mirada HOA and hold Mirada HOA harmless for any and all claims, actions and liabilities which may arise in connection with MCO's use, right and title to the Mirada Trademark that originated prior to the effective date of this Agreement. Such indemnification shall include, but not be limited to, special, general and consequential damages, court costs, expert fees and attorneys' fees and costs associated with said claims, actions and liabilities.

b. Mirada HOA agrees to indemnify MCO and hold MCO harmless for any and all claims, actions and liabilities which may arise in connection with Mirada HOA's use, right and title to the Mirada Trademark that originated after the effective date of this Agreement. Such indemnification shall include, but not be limited to, special, general and consequential damages, court costs, expert fees and attorneys' fees and costs associated with said claims, actions and liabilities.

7. **Warranty Disclaimer.** MCO MAKES NO WARRANTIES, EXPRESS OR IMPLIED, TO THE MIRADA HOA OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO THE MIRADA TRADEMARK OR THE LAND BOTH OF WHICH ARE BEING TRANSFERRED "AS IS," AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.

8. **Authority.** Each party to this Agreement represents and warrants to the other that (a) it is authorized to enter into this Agreement; (b) all necessary action on the part of each party to be taken in connection with the execution, delivery, and performance of this Agreement has been duly and effectively taken; and (c) the execution, delivery, and performance by each party of this Agreement does not constitute a violation or breach of such party's authority, articles of incorporation, bylaws, or any other agreement or law by which such party is bound.

9. **Notices.** Any notice, request, demand, instruction or other communication to be given to either party hereunder, shall be in writing, and sent via (i) messenger service, (ii) first class, registered or certified mail, postage prepaid, (iii) electronic mail, or (iv) recognized overnight courier, addressed as set forth below unless an alternative address is provided by either party:

If to MCO: David V. Suson
General Counsel
MCO Properties Inc.
1330 Post Oak Boulevard
Suite 2000
Houston, Texas 77056
Fax: (713) 267-3709
E-Mail: David.Suson@mxminc.com

If to Mirada HOA Mirada Custom Lot Association
c/o Desert Resort Management
Attn: Carol Calhoun
Fax: (760) 346-9918
E-Mail: ccalhoun@drminet.com

Notices shall be deemed received, in the case of messenger, on the date of actual delivery, in the case of overnight courier, the business day following deposit with the courier and in the case of mail, two days after the date such notice is deposited.

10. **Modification and Waiver.** The failure of either party to enforce its rights or to require performance by the other party of any term or condition of this Agreement shall not be construed as a waiver of such rights or of its right to require future performance of that term or condition. Any amendment or modification of this Agreement or any waiver of any breach of any term or condition of this Agreement must be in a writing signed by both parties in order to be effective and shall not be construed as a waiver of any continuing or succeeding breach of such term or condition, a waiver of the term or condition itself or a waiver of any right under this Agreement.

11. **Governing Law.** This Agreement shall be governed and interpreted under the laws of the State of California without regard to the conflicts of law provisions thereof.

12. **Prevailing Parties.** Should legal action commence to enforce or interpret any provisions of this Agreement or otherwise as to this Agreement, the prevailing party therein shall be entitled to an award of attorneys' fees, costs of suit, and any other costs the court adjudges as proper.

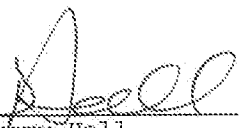
13. **Severability.** In the event that any provision of this Agreement shall be determined by a court of competent jurisdiction to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

14. **Entire Agreement.** Upon execution by both parties, this Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all discussions, negotiations, agreements and past dealings, either oral or written, between or among the parties relating to the subject matter hereof.

15. Counterparts. This Agreement may be executed in counterparts and all such executed counterparts shall constitute one agreement, binding on all of the parties hereto, notwithstanding that all of the parties hereto are not signatories to the original or to the same counterpart.

MCO:

MCO Properties Inc.,
a Delaware corporation

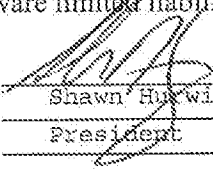
By: 
Name: Jeremy Hall
As Its: President

HOA:

Mirada Custom Lot Association,
a California non-profit corporation

By: _____
Name: Andy Gladstein
As Its: President

MCO Mirada LLC,
a Delaware limited liability company

By: 
Name: Shawn Horwitz
As Its: President

15. Counterparts. This Agreement may be executed in counterparts and all such executed counterparts shall constitute one agreement, binding on all of the parties hereto, notwithstanding that all of the parties hereto are not signatories to the original or to the same counterpart.

MCO:

MCO Properties Inc.,
a Delaware corporation

By: _____
Name: _____
As Its: _____

MCO Mirada LLC,
a Delaware limited liability company

By: _____
Name: _____
As Its: _____

HOA:

Mirada Custom Lot Association,
a California non-profit corporation


By:  _____
Name: Andy Gladstein
As Its: President

Exhibit "A"

Lot W of Tract No. 28741 as shown on Map on file in Book 314 Pages 83 through 89 of Maps, records of Riverside County.

Exhibit "A" – Page Solo

TRADEMARK
REEL: 005511 FRAME: 0195

Exhibit "B"

Trademark	Docket Number	Application No.	Filing Date	Registration No.	Registration Date
MIRADA & Design	00397	76/625,629	12/27/04	3,026,252	12/13/05

Exhibit "C"

Recording Requested By:

When Recorded, Mail To:

QUITCLAIM
Title of Document

This page added to provide adequate space for recording information
(\$____.00 Additional Recording Fee Applies)

TRADEMARK
REEL: 005511 FRAME: 0197

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL DOCUMENT AND TAX STATEMENT TO:

APN: 686-270-043-6 / TRA 017-161

QUITCLAIM

The undersigned grantor(s) declare(s)

DOCUMENTARY TRANSFER TAX \$

- computed on full value of property conveyed, or
- computed on full value less liens and encumbrances remaining at time of sale.
- Unincorporated Area City of Rancho Mirage

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

MCO MIRADA LLC, a Delaware limited liability company ("Grantor"), does hereby remise, release and forever quitclaim to **THE MIRADA CUSTOM LOT ASSOCIATION**, a California non-profit corporation ("Grantee") the following real property located in the City of Rancho Mirage, County of Riverside, State of California, described on Exhibit "A" attached hereto and made a part hereof.

This Quitclaim is made and accepted subject to the easements, covenants, conditions and restrictions set forth in the Declaration of Covenants, Conditions, Easements and Restrictions recorded on July 21, 1987 as Instrument No. 208979, and those recorded on July 22, 1987 as Instrument No. 210527, in the Office of the County Recorder, Riverside County, California, and any amendments thereto and any other matters.

Date: _____, 20____.

STATE OF _____ }
COUNTY OF _____ } S.S.

MCO MIRADA LLC,
a Delaware limited liability company

On _____, 20____, before me, _____,
a Notary Public, personally appeared _____,
_____ of MCO Mirada LLC,
a Delaware limited liability company, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.

By: _____
Name: _____
As Its: _____

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal. (S E A L)

Signature _____

MAIL TAX STATEMENT AS DIRECTED ABOVE

EXHIBIT "A"

Lot W of Tract No. 28741 as shown on Map on file in Book 314 Pages 83 through 89 of Maps, records of Riverside County.