

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352051

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jones Lang LaSalle Americas, Inc.		08/04/2015	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	Jones Lang LaSalle IP, Inc.		
Street Address:	2711 Centerville Road		
Internal Address:	Suite 400		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1952793	SHELTER BAY	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	2127352811		
Email:	mribando@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom		
Address Line 1:	Four Times Square		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	325910.96		
NAME OF SUBMITTER:	Monique L. Ribando		
SIGNATURE:	/Monique L. Ribando/		
DATE SIGNED:	08/20/2015		
Total Attachments: 4			
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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Agreement") is made and entered into the 4th day of August, 2015, by and among JONES LANG LASALLE AMERICAS, INC., a Maryland corporation located at 200 E. Randolph Drive, Chicago, IL 60601 ("Assignor") and JONES LANG LASALLE IP, Inc., a Delaware corporation located at 2711 Centerville Road, Suite 400 Wilmington, DE 19808 ("Assignee").

WITNESSETH:

WHEREAS, Shelter Bay Retail Group, Inc., a California corporation, assigned certain intellectual property to Assignor, pursuant to a Purchase Agreement, dated as of July 15, 2015 (the "Purchase Agreement") (capitalized terms not otherwise defined herein shall have the meanings set forth in the Purchase Agreement);

WHEREAS, Assignor desires to transfer and assign to Assignee all of its rights, title and interest in and to the intellectual property identified on Schedule 1 attached hereto (the "Assigned Trademarks").

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

I. Assignor hereby transfers and assigns to Assignee all of its respective rights, title, and interests in and to the Assigned Trademarks together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark:

(a) the trademark registration and trademark application set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Agreement upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Assignee, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademark are incorporated herein by reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. This Agreement, together with the covenants and warranties herein contained, shall inure to the benefit of and be binding upon the parties, their successors, and assigns.

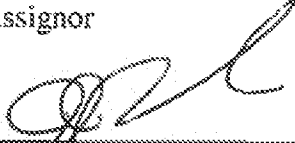
5. This Agreement may be executed in one or more counterparts and via facsimile signature, and all so executed shall constitute one original, notwithstanding that all the undersigned are not signatories to the original or same counterpart.

6. This Agreement has been executed and delivered in and shall be deemed to have been made in Illinois. This Agreement shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the internal laws of the State of Illinois applicable to contracts made in that state, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Illinois.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day, month and year first above-written.

JONES LANG LASALLE AMERICAS, INC.
as Assignor

By: 
Name: Executive V.P. Treasurer
Title: Assistant Secretary
Joseph V. Romano

JONES LANG LASALLE IP, Inc.
as Assignee

By: 
Name: Gabriela Franco Cleveland
Title: Vice President & Assistant Secretary

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATION AND APPLICATION

SHELTER BY (WORD MARK)

Registered: US Trademark Registration No. 1952793, registered on January 30, 1996

Renewal Date: January 30, 2016

Class: Class 36, retail real estate property and asset management service for others

Domain Name: <https://shelterbay.com>

Registry Domain ID: 1734100_DOMAIN_COM-VRSN