

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM369257

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BankFirst		04/24/2009	CORPORATION: SOUTH DAKOTA
RECEIVING PARTY DATA			
Name:	Dougherty Funding, LLC		
Street Address:	1209 Orange Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3584667	KEYLIME COVE	
Registration Number:	3584668	KEYLIME COVE	
CORRESPONDENCE DATA			
Fax Number:	5135796457		
<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:	5135621401		
Email:	mhurst@kmklaw.com		
Correspondent Name:	J. Michael Hurst		
Address Line 1:	One East Fourth Street, Suite 1400		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	BR6310-RE0006		
NAME OF SUBMITTER:	J. Michael Hurst		
SIGNATURE:	/j. michael hurst/		
DATE SIGNED:	01/14/2016		
Total Attachments: 3			
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OP \$65.00 3584667

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE, dated as of April 24, 2009 is made by BANKFIRST, a South Dakota state banking corporation ("Assignor"), to DOUGHERTY FUNDING, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor has made a loan (the "Loan") to KLCG PROPERTY, LLC, a Delaware limited liability company ("Borrower"), which Loan is secured by, among other things, a project known as KeyLime Cove and located in Gurnee, Illinois (the "Property").

WHEREAS, pursuant to an Assignment and Assumption dated as of April 24, 2009 between Assignor and Assignee (the "Assignment and Assumption Agreement"), Assignor agreed to assign to Assignee all of Assignor's right, title and interest in and to the Loan, including all right title and interest in and to the "Loan Documents" (as defined in the Assignment and Assumption Agreement) and the "Participation Agreements" (defined in the Assignment and Assumption Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Assignor by these presents does hereby assign and set over to Assignee, its successors and assigns, without recourse, subject to and in accordance with the terms of the Assignment and Assumption Agreement, all of Assignor's right, title and interest, legal or equitable, in and to the Loan, the Loan Documents, and the Assignment Documents, including, without limitation, all of the documents in Assignor's possession of the kind described on Exhibit A hereto. The assignment made herein is made "AS IS, WHERE IS" and, except as expressly set forth in the Assignment and Assumption Agreement, without any representation or warranty, all of which are expressly disclaimed by Assignor.

IN WITNESS WHEREOF, the Assignor has caused this Assignment and Bill of Sale to be executed as of the date first written above.

BANKFIRST, a South Dakota state banking corporation

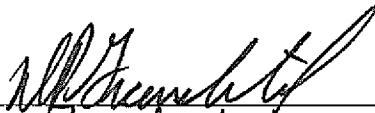
By: 
Its: President
Print Name: David Grandstrand

EXHIBIT A TO ASSIGNMENT AND BILL OF SALE

A. Loan Documents

1. The promissory notes evidencing the Loan.
2. Any mortgage or deed of trust which secures repayment of the Loan.
3. Any assignment of rents and or leases executed in connection with the Loan.
4. Any representations, warranties, certifications, covenants and/or agreements of the Borrower, any guarantor, key principal or other party relating to the Loan or relating to the mortgaged property.
5. Any letter of credit or guaranty executed in connection with the Loan.
6. Any assignment of contract rights related to the Borrower or the Property, including without limitation, assignments of property management contracts, in connection with the Loan.
7. Any agreements regarding environmental matters made in connection with the Loan.
8. Any other security agreement, chattel mortgage or equivalent executed in connection with the Loan.
9. Any subordination, non-disturbance, attornment and or estoppel executed by tenants and or other parties in connection with the Loan or in connection with the real property securing repayment of the Loan.
10. Any financing statements filed in connection with the Loan
11. Any assumption, modification, consolidation or extension agreements executed in connection with the Loan.
12. Any other agreements between Borrower and Assignor made in connection with the Loan.
13. Any other rights conferred upon Assignor by Borrower in connection with the Loan.

B. Other Collateral Files

1. Any lender's title insurance policy relating to the Loan.
2. Any hazard insurance, boiler insurance, comprehensive liability insurance, flood insurance or other insurance coverage in connection with the Loan.

3. Any rent rolls, leases and other lease and tenant materials delivered by Borrower in connection with the Loan.
4. Any appraisals, engineering reports and/or environmental reports and/or certifications delivered or made to Assignor in connection with the Loan.
5. Any surveys of the Mortgaged Property.
6. Any correspondence files related to the Loan.
7. Any payment records related to the Loan.

C. Participation Agreements

1. The Participation Agreements (as defined in the Assignment and Assumption Agreement).