

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408732

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kennecott Land Company		07/15/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	VP Daybreak Holdings LLC		
Street Address:	901 Marquette Avenue South		
Internal Address:	c/o Varde Partners, Inc., Suite 3300		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3093951	DAYBREAK	
Registration Number:	4264807	DAYBREAK	
Registration Number:	4096429	DAYBREAK	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128628738		
Email:	michelle.nowicki@kirkland.com		
Correspondent Name:	Michelle Nowicki		
Address Line 1:	300 N. LaSalle Street		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	16704-13 MN		
NAME OF SUBMITTER:	Michelle Nowicki		
SIGNATURE:	/Michelle Nowicki/		
DATE SIGNED:	12/13/2016		
Total Attachments: 7			

CH \$90.00 3093951

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BILL OF SALE AND GENERAL ASSIGNMENT
(Intangible Personal Property)

KENNECOTT LAND COMPANY, a Delaware corporation (formerly known as KENNECOTT UTAH DEVELOPMENT COMPANY and KENNECOTT DEVELOPMENT COMPANY, and successor-in-interest to OM ENTERPRISES, a Utah corporation) ("KLC"); DAYBREAK DEVELOPMENT LLC, a Delaware limited liability company (formerly known as DAYBREAK DEVELOPMENT COMPANY, a Delaware corporation, which was the entity created following the merger of DAYBREAK COMMERCE PARK, LLC, a Utah limited liability company, into KENNECOTT LAND RESIDENTIAL DEVELOPMENT COMPANY, a Delaware corporation) ("Daybreak Development"); DAYBREAK PROPERTY HOLDINGS LLC, a Utah limited liability company ("Daybreak Property Holdings"); DBVC1 LLC, a Utah limited liability company (formerly known as DBO1 LLC, a Utah limited liability company) ("DBVC1"); DB MEDICAL I LLC, a Utah limited liability company ("DB Medical"); and KENNECOTT LAND INVESTMENT COMPANY LLC, a Delaware limited liability company ("KLIC", and together with KLC, Daybreak Development, Daybreak Property Holdings, DBVC1, and DB Medical, "Seller"), in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by VP DAYBREAK HOLDINGS LLC, a Delaware limited liability company ("Buyer"), the receipt and sufficiency of which is hereby acknowledged, do hereby sell, grant, assign, convey, transfer and set over unto Buyer, its successors and assigns, the interest, if any, of each entity comprising Seller in and to the following intangible personal property (collectively, the "Intangible Personal Property"): (i) all signs, logos, trade names, domain names, trademarks, or styles relating to the Real Property (as defined in that certain Purchase and Sale Agreement and Escrow Instructions, dated March 3, 2016, by and between KLC and Buyer (as amended from time to time, the "Purchase Agreement")), (specifically including the name "Daybreak," the trademarks set forth on Schedule I to Exhibit A attached hereto, and any web sites assigned to such trade or domain names), including all goodwill associated therewith; and (ii) all other intangible property owned or hereafter to be acquired by Seller in connection with the Real Property, including, but not limited to, brochures, manuals, lists of prospective tenants and owners, advertising materials and assignable telephone numbers, all plans, specifications, including, without limitation, all working drawings and "as-built" drawings, approvals, and reports and studies. In connection with, and to further evidence and perfect the assignment set forth herein, KLC shall enter into and deliver to Buyer, concurrent with the execution of this Bill of Sale and General Assignment, the Trademark Assignment attached hereto as Exhibit A in a form appropriate for filing with the United States Patent and Trademark Office.

This Bill of Sale and General Assignment is given without warranty, express or implied, and all Intangible Personal Property is transferred in "As-Is" condition.

[Signature Page Follows]

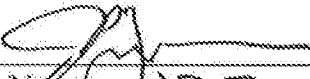
This Bill of Sale and Assignment has been duly executed by Seller as of the 15th day of July, 2016.

SELLER:

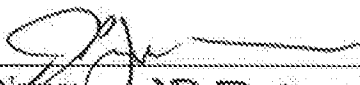
KENNECOTT LAND COMPANY,
a Delaware corporation

By: 
Print Name: J.P. Berson
Its: Director Divestments

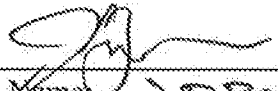
DAYBREAK DEVELOPMENT LLC,
a Delaware limited liability company

By: 
Print Name: J.P. Berson
Its: Director Divestments

DAYBREAK PROPERTY HOLDINGS LLC,
a Utah limited liability company


By: 
Print Name: J.P. Berson
Its: Director Divestments

DBVC1 LLC, a Utah limited liability company

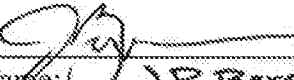
By: 
Print Name: J.P. Berson
Its: Director Divestments

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DB MEDICAL I LLC,
a Utah limited liability company

By: 
Print Name: J.P. Berson
Its: Director Investments

**KENNECOTT LAND INVESTMENT
COMPANY, LLC,** a Delaware limited liability
company

By: 
Print Name: J.P. Berson
Its: Director Investments

**EXHIBIT A
TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT ("Assignment") is made effective as of July 15, 2016 ("Effective Date") by and between KENNECOTT LAND COMPANY, a corporation organized under the laws of Delaware ("Assignor"), in favor of VP DAYBREAK HOLDINGS LLC, a limited liability company organized under the laws of Delaware ("Assignee").

WHEREAS, Assignor is the owner of the trademark applications and registrations set forth on Schedule I (such rights, collectively, the "Trademarks").

WHEREAS, pursuant to that certain Purchase and Sale Agreement and Escrow Instructions dated as of March 3, 2016, by and among Assignor and Assignee (as amended from time to time, the "Purchase Agreement"), Assignor has agreed to assign to Assignee all of its rights, title and interest in and to the Trademarks; and

WHEREAS, subject to the terms and conditions of this Assignment, Assignor wishes to assign to Assignee, and Assignee wishes to receive, all right, title, and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration as set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns to Assignee all of its rights, title and interest in and to the Trademarks, including without limitation the goodwill of the business connected with the use thereof and which is symbolized thereby, together with (i) all registrations, applications, renewals and extensions thereof, (ii) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past, present and future infringement, violation, or dilution thereof, (iii) all rights to sue for past, present, and future infringement, violation, or dilution of the foregoing, including the right to settle suits involving claims and demands for royalties owing, (iv) any and all common law rights or other rights in or to the foregoing, and (v) the right to assign the rights conveyed herein, in the case of all of the foregoing, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this Assignment not been made.
2. Assignor hereby requests the Commissioner for Trademarks of the United States Patent and Trademark Office to record Assignee as the assignee and owner of the Trademarks.
3. All questions concerning the construction, validity and interpretation of this Assignment shall be governed by and construed in accordance with the domestic Laws of the State of Utah, without giving effect to any choice of law or conflict of law provision (whether of the State of Utah or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Utah.

4. If any provision of this Assignment (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances. It is understood that any finding of invalidity of assignment of any particular item of the Trademarks as effected hereby shall not affect the assignment of other assigned Trademarks.
5. This Assignment may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one (1) and the same agreement. Any counterpart may be executed by facsimile or electronic portable document format (.pdf) signature and such facsimile or .pdf signature shall be deemed an original. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
6. Nothing herein shall limit or modify in any way the transactions contemplated by, or the other matters addressed in, the Purchase Agreement.

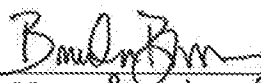
[Signatures to follow]

IN WITNESS WHEREOF, each of Assignor and Assignee, through its respective duly authorized representative identified below has duly executed this Assignment as of the Effective Date.

**KENNECOTT LAND COMPANY,
(Assignor)**

By: 
Print Name: VP Gibson
Its: Director Investments

**VP DAYBREAK HOLDINGS LLC,
(Assignee)**

By: 
Print Name: Brendan Bosman
Its: Managing Director

**Schedule I
Trademarks**

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
DAYBREAK	78365574	February 10, 2004	3093951	May 16, 2006
DAYBREAK	77541154	August 7, 2008	4264807	December 25, 2012
DAYBREAK	77203363	June 11, 2007	4096429	February 7, 2012