

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430601

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900406846

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MWV Community Development and Land Management, LLC		03/03/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	NASH - Nexton Holdings LLC
Street Address:	4790 Eastgate Mall
Internal Address:	Suite 150
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	86125647	NEXTON
Serial Number:	87183370	NORTH CREEK
Serial Number:	87183379	NORTH CREEK
Serial Number:	87183363	NORTH CREEK
Serial Number:	87183376	NORTH CREEK
Serial Number:	86125636	NEXTON
Serial Number:	86125521	NEXTON
Registration Number:	4384735	NEXTON
Registration Number:	4560317	NEXTON
Registration Number:	4650350	GIGAFI

CORRESPONDENCE DATA

Fax Number: 2024084400

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.

Phone: 2024084000

Email: docketing@finnegan.com

TRADEMARK

Correspondent Name: Finnegan, Henderson, et al.
Address Line 1: 901 New York Ave., N.W.
Address Line 4: Washington, D.C. 20001

ATTORNEY DOCKET NUMBER: 06789.0999

NAME OF SUBMITTER: Julia Anne Matheson

SIGNATURE: /julia anne matheson/

DATE SIGNED: 06/08/2017

Total Attachments: 7

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DEVELOPMENT TRADEMARK ASSIGNMENT

This ASSIGNMENT OF DEVELOPMENT TRADEMARKS (this "Assignment") is made and entered into this 3rd day of March, 2017 by and between MWV-Parks of Berkeley, LLC ("MWV-Parks") and MWV-Sheep Island, LLC ("MWV-Sheep"), both Delaware limited liability companies as well as their respective successors and assigns as allowed for herein (individually as MWV-Parks or MWV-Sheep and collectively as "Seller" or "Sellers"), MWV Community Development and Land Management, LLC, a Delaware limited liability company ("CDLM") as well as its respective successors and assigns as allowed for herein, and NASH – Nexton Holdings, LLC, a Delaware limited liability company, as well as its successors and assigns as allowed for herein ("Buyer");

WHEREAS, Sellers and CDLM provide an array of services in the nature of planning and developing residential and commercial communities (hereinafter collectively "Assignors' Business");

WHEREAS, Sellers have agreed to sell to Buyer that portion of Assignors' Business that pertains to that certain development (the "Development") as defined by the Purchase and Sale Agreement by and among Sellers and Buyer dated as of October 27, 2016;

WHEREAS, CDLM is the owner of U.S. registrations for words, symbols, or trade dress and other trademarks used in connection with the Development (hereinafter collectively, the "Development Trademarks") including, without limitation, those identified in **Exhibit A** attached to this Assignment;

WHEREAS, CDLM has applied for registration of words, symbols, or trade dress and other trademarks in connection with Assignors' Business relating to the Development on an intent-to-use basis under 15 U.S.C. §1051(b) (hereinafter collectively, the "Development Trademark Applications") including, without limitation, those identified in **Exhibit B** attached to this Assignment;

WHEREAS, Sellers and CDLM claim rights in the Development Trademarks and Development Trademark Applications by virtue of their ownership, license or use of the Development Trademarks and Development Trademark Applications in connection with Assignors' Business;

WHEREAS, Buyer is desirous, as part of its acquisition of that portion of Assignors' Business pertaining to the Development, of acquiring said rights in the Development Trademarks and Development Trademark Applications, together with the goodwill of the business symbolized by the Development Trademarks and the Development Trademark Applications; and

WHEREAS, Sellers will receive a license from Buyer to continue using certain Development Trademarks and Development Trademark Applications pursuant to the

separate Trademark License Agreement between Buyer and Seller dated as of March 3, 2017 (the "Trademark License Agreement").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Sellers, CDLM, and Buyer, each intending to be legally bound, hereby agree as follows:

1. The Sellers and CDLM do hereby sell, assign, transfer and set over to Buyer their entire right, title, and interest in and to the Development Trademarks and Development Trademark Applications, including any registrations, applications, renewals, and extensions of any registrations if issued that are or may be secured, now or hereafter in effect, and all rights of priority thereto. Such assignment of the Development Trademarks and Development Trademark Applications by Sellers and CDLM is for Buyer's own use and enjoyment and for the use and enjoyment of Buyer's successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Sellers and CDLM if this Assignment had not been made, and expressly includes (a) all common law rights with respect to the Development Trademarks and Development Trademark Applications, (b) all goodwill associated with the Development Trademarks and Development Trademark Applications and (c) all claims for damages or other remedies by reason of past, present or future infringement or other unauthorized use of the Development Trademarks and Development Trademark Applications, with the right to sue for and collect the same for improper uses. Sellers and CDLM retain no right to use the Development Trademarks or Development Trademark Applications (except for any rights expressly granted pursuant to the Trademark License Agreement) and agree not to challenge the validity of Buyer's ownership of the Development Trademarks and Development Trademark Applications.

2. The Sellers and CDLM hereby covenant and represent that (a) Sellers and CDLM have the full right to convey the entire interest herein assigned; (b) that the Sellers and CDLM have not executed, and will not execute, any agreements in conflict herewith; (c) CDLM is the sole owner of all rights, title and interest in and to the Development Trademarks and Development Trademark Applications; (d) Sellers and CDLM each have the full power and authority to enter into this Agreement and to perform its obligations hereunder, without the need for any consents, approvals or immunities not yet obtained; (e) Sellers' and CDLM's execution of and performance under this Agreement shall not breach any oral or written agreement with any third party, and no such agreement or arrangement of any kind with any third party shall in any way limit, restrict or impair the rights granted to Buyer under this Agreement; (f) Sellers and CDLM have the right to grant the rights granted herein, free and clear of any adverse claims of any kind and without the need for any assignments, releases, consents, approvals, immunities or other rights not yet obtained; (g) the Development Trademarks and Development Trademark Applications and the exercise of the rights granted herein do not and shall not infringe, misappropriate or violate any trademark or other rights of any third party; and (h) the Development Trademarks and Development Trademark Applications shall not be subject to any restrictions or to any mortgages,

liens, pledges, security interests, encumbrances or encroachments. Sellers and CDLM agree to indemnify and hold harmless Buyer and its officers, directors, employees, stockholders and agents from and against any claims, damages, liabilities, losses, costs and expenses (including attorneys' fees and costs) arising out of or related to any breach of the foregoing representations and warranties.

3. The Sellers and CDLM request the Commissioner of Patents and Trademarks of the United States of America or, in the case of countries outside the United States, the analogous individual or agency responsible for trademarks, service marks, trade names and assumed names, to record Buyer as owner of the Development Trademarks and Development Trademark Applications, including any variations thereof, for the sole use and enjoyment of Buyer, its successors, assigns or other legal representatives.

4. The Sellers and CDLM agree to cooperate with Buyer such that Buyer may enjoy to the fullest extent the rights conveyed hereunder. Such duty includes without limitation prompt execution of all papers and filings that are deemed necessary or desirable by Buyer to perfect in Buyer the conveyed rights or in order to consummate more effectively the transaction contemplated hereby.


5. The terms, covenants, and conditions of this Assignment shall inure to the benefit of Buyer, its successors, assigns and/or other legal representatives, and shall be binding on the Sellers, CDLM, and their respective successors, and assigns and/or other legal representatives.

IN WITNESS WHEREOF, the Sellers and CDLM have caused this Assignment to be executed and delivered by its duly authorized representatives, as of the date indicated above.

SELLER

MWV-Parks of Berkeley, LLC,
a Delaware limited liability company

By: WestRock-Charleston Development Holdings, LLC
Its: Sole Member

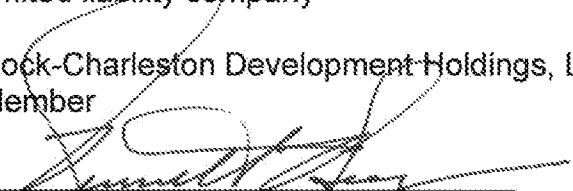
By: 
Kenneth T. Seeger, President

Date: March 3, 2017

SELLER


MWV-Sheep Island, LLC,
a Delaware limited liability company

By: WestRock-Charleston Development Holdings, LLC
Its: Sole Member

By: 
Kenneth T. Seeger, President

Date: March 3, 2017

MWV Community Development and Land Management, LLC,
a Delaware limited liability company

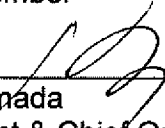
By: 
Kenneth T. Seeger, President

Date: March 3, 2017

ACKNOWLEDGED AND AGREED:

NASH – Nexton Holdings, LLC,
a Delaware limited liability company

By: North America Sekisui House, LLC
Its: Sole Member

By: 
Koji Yamada
Its: President & Chief Operating Officer

Date: March 3, 2017

EXHIBIT A

List of Development Trademarks:

NEXTON (Class 37), Registration No. 4384735

NEXTON & Design (Class 37), Registration No. 4560317

NEXTON (Class 36), Registration No. 5105348

NEXTON & Design (Class 36), Registration No. 5105347

GIGAFI (Class 38), Registration No. 4650350

"Design" referred to above shown below:



EXHIBIT B

List of Development Trademark Applications:

NEXTON (Class 41 and 43), Serial No. 86/125,647

NORTH CREEK (Class 36), Serial No. 87/183,370

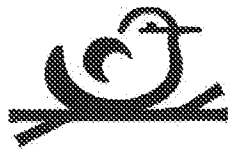
NORTH CREEK (Class 37), Serial No. 87/183,379

NORTH CREEK & Design (Class 36); Serial No. 87/183,363

NORTH CREEK & Design (Class 37); Serial No. 87/183,376

NEXTON (Class 36), Serial No. 86125636

"Design" referred to above shown below:



NORTH CREEK

NEXTON & Design (Class 36), Serial No. 86125521

"Design" referred to above and shown below:

