

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM648333

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	02/25/2021
RESUBMIT DOCUMENT ID:	900614978

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
30TH AND PEARL BOULDER, LLC		02/25/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	REVE VQOF I SPE, LLC
Street Address:	5973 Avenida Encinas, Ste 300
City:	Carlsbad
State/Country:	CALIFORNIA
Postal Code:	92008
Entity Type:	Limited Liability Company: DELAWARE
Name:	REVE VQOF II SPE, LLC
Street Address:	5973 Avenida Encinas, Ste 300
City:	Carlsbad
State/Country:	CALIFORNIA
Postal Code:	92008
Entity Type:	Limited Liability Company: DELAWARE
Name:	VIRTU REVE BOULDER PARTNERS QOF, LP
Street Address:	5973 Avenida Encinas, Ste 300
City:	Carlsbad
State/Country:	CALIFORNIA
Postal Code:	92008
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4946880	RÊVE

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-634-9502
Email: jordan@partridgepartnerspc.com
Correspondent Name: Jordan Arnot Leahey
Address Line 1: 321 North Clark Street, Ste 500
Address Line 4: Chicago, ILLINOIS 60654

NAME OF SUBMITTER:	Jordan Arnot Leahey
SIGNATURE:	/jordanarnotleahey/
DATE SIGNED:	05/20/2021

Total Attachments: 8

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GENERAL ASSIGNMENT AND BILL OF SALE

This General Assignment and Bill of Sale is made as of the 25 day of February, 2021 ("Assignment Date"), by **30TH AND PEARL BOULDER, LLC**, a Delaware limited liability company (the "Assignor"), and REVE VQOF I SPE, LLC, a Delaware limited liability company, REVE VQOF II SPE, LLC, a Delaware limited liability company, and VIRTU REVE BOULDER PARTNERS QOF, LP, a Delaware limited partnership, as tenants-in-common (collectively, the "Assignee").

Pursuant to that certain Agreement of Purchase and Sale and Joint Escrow Instructions dated as of December 23, 2020 between Seller and Virtu Qualified Opportunity Fund, LP, a Delaware limited partnership, predecessor in interest to Assignee (the "**Purchase Agreement**"), Assignee has this day acquired from Assignor the Property. Capitalized terms used herein shall have the meanings ascribed to them in the Purchase Agreement.

In consideration of the acquisition of the Property by Assignee and other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Conveyance of Tangible Personal Property. Assignor does hereby grant, sell, convey, transfer and deliver to Assignee, any and all of Seller's rights, title and interests in and to the Tangible Personal Property. Assignor represents and warrants to Assignee that Assignor is the sole and lawful owner of the Tangible Personal Property, and Assignor has the full power and authority to transfer all right, title and interest in and to the Tangible Personal Property to Assignee. Except as expressly set forth above, Assignee hereby acknowledges, covenants, represents and warrants that Assignor has made absolutely no warranties or representations of any kind or nature regarding the condition of the Tangible Personal Property.

2. Assignment of Intangible Personal Property. Assignor hereby assigns, transfers and sets over unto Assignee, without representation or warranty of any kind, and Assignee hereby accepts from Assignor, any and all of Assignor's right, title and interest in and to the Intangible Personal Property. The foregoing assignment, shall include, without limitation, all Warranties and Guaranties originally provided to Assignor pursuant to the Construction Contract and the Architect Agreement, to the extent such Warranties and Guaranties relate to the design and construction of the Improvements (as opposed to other portions of the Project covered by such Agreements).

3. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, and all of which shall, taken together, be deemed one document.

4. Survival. This Assignment and the provisions hereof shall inure to the benefit of and be binding upon the parties to this Assignment and their respective successors, heirs and permitted assigns.

5. No Third Party Beneficiaries. Except as otherwise expressly set forth herein, Assignor and Assignee do not intend, and this Assignment shall not be construed, to create a third-party beneficiary status or interest in, nor give any third-party beneficiary rights or remedies to, any other person or entity not a party to this Assignment.

6. Governing Law. This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of Colorado.

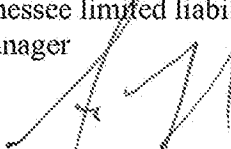
[Signature Pages Follow]

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed as of the date above-written.

"ASSIGNOR"

30TH AND PEARL BOULDER, LLC,
a Delaware limited liability company

By: Southern Land Company, LLC
a Tennessee limited liability company
Its Manager

By: 

Alex Fisch, Chief Investment Officer

[Signatures of Assignee on next pages]

"ASSIGNEE"


REVE VQOF I SPE, LLC,

a Delaware limited liability company

By: Virtu Qualified Opportunity Fund, LP,
a Delaware limited partnership,
its sole member

By: Virtu QOF GP, LLC,
a Delaware limited liability company,
its general partner

By: Virtu Investments, L.L.C.,
an Arizona limited liability company,
its sole member and manager

By: 
Michael Green, Manager

REVE VQOF II SPE, LLC,

a Delaware limited liability company

By: Virtu Qualified Opportunity Fund II, LP,
a Delaware limited partnership,
its sole member

By: Virtu QOF II GP, LLC,
a Delaware limited liability company,
its general partner

By: Virtu Investments, L.L.C.,
an Arizona limited liability company,
its sole member and manager

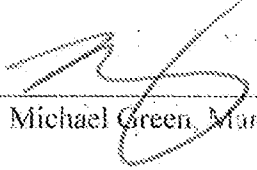
By: 
Michael Green, Manager

[Signatures of Assignee continue on next page]

VIRTU REVE BOULDER PARTNERS QOF, LP,
a Delaware limited partnership

By: Virtu REVE Boulder QOF GP, LLC,
a Delaware limited liability company,
its general partner

By: Virtu Investments, L.L.C.,
an Arizona limited liability company,
its sole member and manager

By: 
Michael Green, Manager

FIRST AMENDMENT
to the
GENERAL ASSIGNMENT AND BILL OF SALE
by and between
30TH AND PEARL BOULDER, LLC
and
REVE VQOF I SPE, LLC and REVE VQOF II SPE, LLC and VIRTU REVE BOULDER
PARTNERS QOF, LP

This First Amendment to the General Assignment and Bill of Sale (“First Amendment”), is effective as of April 27, 2021 by and between 30TH AND PEARL BOULDER, LLC, a Delaware limited liability company (the “Assignor”) and REVE VQOF I SPE, LLC, a Delaware limited liability company, and REVE VQOF II SPE, LLC, a Delaware limited liability company, and VIRTU REVE BOULDER PARTNERS QOF, LP, a Delaware limited partnership, as tenants-in-common (collectively, “Assignee”).

WHEREAS, Assignor and Assignee entered into a General Assignment and Bill of Sale Agreement effective February 25, 2021 (the “Agreement”).

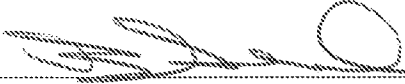
WHEREAS, Pursuant to the Agreement, Assignor assigned Intangible Personal Property to Assignee, including but not limited to all right, title and interest in and to the RÊVE trademark, Registration Number 4946880.

WHEREAS, Capitalized terms used in this First Amendment that are not otherwise defined herein, shall have the respective meanings set forth in the Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties wish to amend the Agreement and agree that the Agreement is hereby amended such that in addition to all right, title and interest in and to the RÊVE trademark that was previously granted, Assignor hereby assigns unto Assignee *nunc pro tunc* effective as of February 25, 2021, the goodwill associated with the RÊVE trademark, Registration Number 4946880.

[Signature Pages Follow]

ASSIGNOR

By: 

Name: Brian Sewell / 30th and Pearl Boulder, LLC

Title: President

Date: 4.29.2021

[Signatures of Assignee on next page]

"ASSIGNEE"

REVE VQOF I SPE, LLC,
a Delaware limited liability company

By: Virtu Qualified Opportunity Fund, LP,
a Delaware limited partnership,
its sole member

By: Virtu QOF GP, LLC,
a Delaware limited liability company,
its general partner

By: Virtu Investments, L.L.C.,
an Arizona limited liability company,
its sole member and manager

By: 
Scott McWhorter, Manager

**VIRTU REVE BOULDER PARTNERS QOF,
LP,**
a Delaware limited partnership

By: Virtu REVE Boulder QOF GP, LLC,
a Delaware limited liability company,
its general partner

By: Virtu Investments, L.L.C.,
an Arizona limited liability company,
its sole member and manager

By: 
Scott McWhorter, Manager

REVE VQOF II SPE, LLC,
a Delaware limited liability company

By: Virtu Qualified Opportunity Fund II,
LP,
a Delaware limited partnership,
its sole member

By: Virtu QOF II GP, LLC,
a Delaware limited liability company,
its general partner

By: Virtu Investments, L.L.C.,
an Arizona limited liability company,
its sole member and manager

By: 
Scott McWhorter, Manager