

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM673785

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Safeway Inc.		09/09/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Shadelands Park, LLC		
Street Address:	4695 MacArthur Court Suite 700		
City:	Newport Beach		
State/Country:	CALIFORNIA		
Postal Code:	92660		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4813286	THE ORCHARDS AT WALNUT CREEK	
Registration Number:	4813293	THE ORCHARDS AT WALNUT CREEK	
CORRESPONDENCE DATA			
Fax Number:	3129843150		
<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>			
Email:	trademarks@bfkn.com		
Correspondent Name:	Wendi E. Sloane		
Address Line 1:	200 West Madison Street, Suite 3900		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Wendi E. Sloane		
SIGNATURE:	/Wendi E. Sloane/		
DATE SIGNED:	09/10/2021		
Total Attachments: 3			
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source=Orchards at WC-Assignment Agmt 090721 (signed)#page3.tif			

OP \$65.00 4813286

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (“Assignment”) is made effective as of the last date of signature below (the “**Effective Date**”), by and between Safeway Inc., a Delaware corporation (“**Assignor**”) and Shadelands Park, LLC, a Delaware limited liability company (“**Assignee**”).

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark **THE ORCHARDS AT WALNUT CREEK** in the United States (“**Territory**”), in standard characters and logo form, including all common law rights therein and the registrations therefor outlined on **Schedule A**, attached hereto and made a part hereof (collectively, the “**Assigned Marks**”); and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Assigned Marks, and Assignor desires to assign such right, title and interest to Assignee, subject to the terms of this Assignment.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

1. Recitals. The above recitals are incorporated into this Assignment as if set forth fully herein.

2. Assignment. For and in consideration of ten dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby transfer, convey and assign to Assignee, and Assignee hereby accepts the transfer, conveyance, and assignment of, all of Assignor’s right, title, and interest, in law and in equity, throughout the Territory, in and to the Assigned Marks, together with all goodwill associated with or related to the Assigned Marks, including all common law rights therein and all rights and privileges granted and secured thereby, including, without limitation, the right to sue and recover for any past infringement, said rights to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns, or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made. If Assignor possesses any such rights that cannot be assigned to Assignee, Assignor waives the enforcement of such rights, and if Assignor has any rights that cannot be assigned or waived, Assignor hereby grants to Assignee an exclusive, irrevocable, perpetual, fully paid license, with right to sublicense, to such rights in the Territory, subject to the terms of this Assignment.

3. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Assignment upon request by Assignee. Assignor will take such steps and actions, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Marks are properly assigned to Assignee, or any assignee or successor thereto, at Assignee’s cost and expense.

4. No Representation or Warranty. This Assignment is made without any representation and/or warranty..

5. **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of the Assignee and its successors and assigns.

6. **Counterparts.** This Assignment may be executed in counterparts, which collectively shall be deemed an original and which, taken together, shall constitute one and the same instrument, and may be transmitted by facsimile, email or other means.

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed by its duly authorized representative as of the date written below.

Assignee:

SHADELANDS PARK, LLC

DocuSigned by:
By Tim Pettit
8BF519E2C9D8487...

Name: Tim Pettit

Title: CFO

Date: 9/9/2021

Assignor:

SAFEWAY INC.


DocuSigned by:
By: Gigi Remington
ABEEBA2A7B5344...

Name: Gigi Remington

Title: Assistant VP & Assistant Secretary

Date: 09-08-2021 | 13:04:00 PDT

SCHEDULE A

Country	Trademark	Reg. No.	Reg. Date	Goods/Services
United States of America	THE ORCHARDS AT WALNUT CREEK	4813286	September 15, 2015	<u>Class 36</u> : Shopping center services, namely, leasing of shopping center space. <u>Class 37</u> : Real estate development services in the field of shopping centers.
United States of America		4813293	September 15, 2015	<u>Class 36</u> : Shopping center services, namely, leasing of shopping center space. <u>Class 37</u> : Real estate development services in the field of shopping centers.