

11-12-1998



100875453

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

11/09/1998 SBURMS 00000096 1750401

01 FC:481 40.00 DP
02 FC:482 75.00 DP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1811 FRAME: 0668

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1750401"/>	<input type="text" value="1750633"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1750634"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1750400"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Thomas E. Frost, Senior V.P. of The Mills Corporation, the G.P. of The Mills Limited Partnership, the Mgr



10.28.98

Name of Person Signing

Signature

Date Signed

of Sunrise Mills L.L.C., the G.P. of Sunrise Mills (MLP) Limited Partnership

The United States of America



Nº 1750401

CERTIFICATE OF REGISTRATION

This is to certify that the records of the Patent and Trademark Office show that an application was filed in said Office for registration of the Mark shown herein, a copy of said Mark and pertinent data from the Application being annexed hereto and made a part hereof,

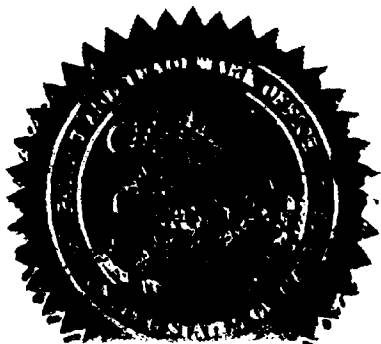
And there having been due compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks,

Upon examination, it appeared that the applicant was entitled to have said Mark registered under the Trademark Act of 1946, as amended, and the said Mark has been duly registered this day in the Patent and Trademark Office on the

PRINCIPAL REGISTER

to the registrant named herein.

This registration shall remain in force for TEN years unless sooner terminated as provided by law.



In Testimony Whereof I have hereunto set my hand and caused the seal of the Patent and Trademark Office to be affixed this second day of February 1993.

R. L. H. A. O.

TRADEMARK

REEL: 1811 FRAME: 0670

Int. Cl.: 36

Prior U.S. Cls.: 100, 101 and 102

United States Patent and Trademark Office

Reg. No. 1,750,401

Registered Feb. 2, 1993

**SERVICE MARK
PRINCIPAL REGISTER**



SUNRISE MILLS LIMITED PARTNERSHIP
(D.C. LIMITED PARTNERSHIP)
3000 K STREET, N.W., SUITE 200
WASHINGTON, DC 20007

FOR: SHOPPING CENTER SERVICES AND
LEASING OF SHOPPING MALL SPACE, IN
CLASS 36 (U.S. CLS. 100, 101 AND 102).

FIRST USE 9-0-1989; IN COMMERCE
9-0-1989.

SER. NO. 74-262,198, FILED 4-3-1992.

PAUL KRUSE, EXAMINING ATTORNEY

**TRADEMARK
REEL: 1811 FRAME: 0671**

The United States of America



Nº 1750400

CERTIFICATE OF REGISTRATION

This is to certify that the records of the Patent and Trademark Office show that an application was filed in said Office for registration of the Mark shown herein, a copy of said Mark and pertinent data from the Application being annexed hereto and made a part hereof,

And there having been due compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks,

Upon examination, it appeared that the applicant was entitled to have said Mark registered under the Trademark Act of 1946, as amended, and the said Mark has been duly registered this day in the Patent and Trademark Office on the

PRINCIPAL REGISTER

to the registrant named herein.

This registration shall remain in force for TEN years unless sooner terminated as provided by law.



In Testimony Whereof I have hereunto set my hand and caused the seal of the Patent and Trademark Office to be affixed this second day of February 1993.

R. L. H. A. D.

TRADEMARK
REEL: 1811 FRAME: 0672

Int. Cl.: 36

Prior U.S. Cls.: 100, 101 and 102

United States Patent and Trademark Office

Reg. No. 1,750,400

Registered Feb. 2, 1993

**SERVICE MARK
PRINCIPAL REGISTER**

SAWGRASS MILLS

SUNRISE MILLS LIMITED PARTNERSHIP
(D.C. LIMITED PARTNERSHIP)
3000 K STREET, N.W., SUITE 200
WASHINGTON, DC 20007

FOR: SHOPPING CENTER SERVICES AND
LEASING OF SHOPPING MALL SPACE, IN
CLASS 36 (U.S. CLS. 100, 101 AND 102).

FIRST USE 9-0-1989; IN COMMERCE
9-0-1989.

SER. NO. 74-262,197, FILED 4-3-1992.

PAUL KRUSE, EXAMINING ATTORNEY

The United States of America



Nº 1750634

CERTIFICATE OF REGISTRATION

This is to certify that the records of the Patent and Trademark Office show that an application was filed in said Office for registration of the Mark shown herein, a copy of said Mark and pertinent data from the Application being annexed hereto and made a part hereof,

And there having been due compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks,

Upon examination, it appeared that the applicant was entitled to have said Mark registered under the Trademark Act of 1946, as amended, and the said Mark has been duly registered this day in the Patent and Trademark Office on the

PRINCIPAL REGISTER

to the registrant named herein.

This registration shall remain in force for TEN years unless sooner terminated as provided by law.



In Testimony Whereof I have hereunto set my hand and caused the seal of the Patent and Trademark Office to be affixed this second day of February 1993.

Robert M. Anderson
TRADEMARK

REEL: 1811 FRAME: 0674

Int. Cl.: 42

Prior U.S. Cl.: 101

United States Patent and Trademark Office

Reg. No. 1,750,634

Registered Feb. 2, 1993

**SERVICE MARK
PRINCIPAL REGISTER**



SUNRISE MILLS LIMITED PARTNERSHIP
(D.C. LIMITED PARTNERSHIP)
3000 K STREET, N.W., SUITE 200
WASHINGTON, DC 20007

FOR: RETAIL OUTLET MALLS FEATURING
GENERAL CONSUMER GOODS AND SERV-
ICES. IN CLASS 42 (U.S. CL. 101).

FIRST USE 9-0-1989; IN COMMERCE
9-0-1989.

SER. NO. 74-262,200, FILED 4-3-1992.

PAUL KRUSE, EXAMINING ATTORNEY

**TRADEMARK
REEL: 1811 FRAME: 0675**

The United States of America



Nº 1750633

CERTIFICATE OF REGISTRATION

This is to certify that the records of the Patent and Trademark Office show that an application was filed in said Office for registration of the Mark shown herein, a copy of said Mark and pertinent data from the Application being annexed hereto and made a part hereof,

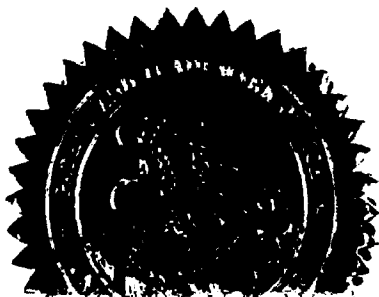
And there having been due compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks,

Upon examination, it appeared that the applicant was entitled to have said Mark registered under the Trademark Act of 1946, as amended, and the said Mark has been duly registered this day in the Patent and Trademark Office on the

PRINCIPAL REGISTER

to the registrant named herein.

This registration shall remain in force for TEN years unless sooner terminated as provided by law.



In Testimony Whereof I have hereunto set my hand and caused the seal of the Patent and Trademark Office to be affixed this second day of February 1993.

[Handwritten signature]

TRADEMARK
REEL: 1811 FRAME: 0676

Int. Cl.: 42

Prior U.S. Cl.: 101

United States Patent and Trademark Office

Reg. No. 1,750,633

Registered Feb. 2, 1993

**SERVICE MARK
PRINCIPAL REGISTER**

SAWGRASS MILLS

SUNRISE MILLS LIMITED PARTNERSHIP
(D.C. LIMITED PARTNERSHIP)
3000 K STREET, N.W., SUITE 200
WASHINGTON, DC 20007

FOR: RETAIL OUTLET MALLS FEATURING
GENERAL CONSUMER GOODS AND SERV-
ICES, IN CLASS 42 (U.S. CL. 101).

FIRST USE 9-0-1989; IN COMMERCE
9-0-1989.

SER. NO. 74-262,199, FILED 4-3-1992.

PAUL KRUSE, EXAMINING ATTORNEY

CERTIFICATE OF LIMITED PARTNERSHIP
OF

SUNRISE MILLS
LIMITED PARTNERSHIP

The undersigned desiring to form a Limited Partnership pursuant to Chapter 2 of Title 41 of the District of Columbia Code (the "Partnership") and other applicable laws of the District of Columbia hereby agree and certify as follows:

1. Name. The name of the Partnership is "Sunrise Mills Limited Partnership".
2. Character of Business. The character of the business of the Partnership is to own, develop, operate, lease and sell real estate.
3. Principal Place of Business. The location of the principal place of business of the Partnership is 1204 Wisconsin Avenue, N.W., Washington, D.C. 20007. The Partnership may have such other or additional offices as the General Partners may deem advisable.
4. Term. The term of the Partnership commenced as of the date hereof and shall continue until December 31, 2036, unless sooner dissolved and wound up in accordance with the provisions of that certain Agreement of Limited Partnership of Sunrise Mills Limited Partnership as the same may be amended from time to time (the "Partnership Agreement").
5. Partners and Capital Contributions. The name and residence address of and the amount of cash and a description of the agreed value of other property contributed by each General Partner and each Limited Partner of the Partnership (collectively referred to as the "Partners") is as set forth on Schedule A attached hereto.
6. Additional Capital Contributions by the Partners. The Partners are not obligated to make any additional capital contributions to the Partnership.
7. Assignment of Interest of Limited Partners. The Limited Partners may sell, assign or otherwise transfer their interests in the Partnership, subject to a right of first refusal by all other Partners and the consent of the General Partners, provided such transfer does not result in the Partnership (i) being considered to have been terminated, or (ii) to be characterized for Federal tax purposes as something other than a partnership.
8. Return of Capital Contributions. No Partner shall have any right to withdraw or receive a return of his capital contribution until the termination and dissolution of the Partnership.
9. Share of Profits. All profits of the Partnership shall be allocated to the General and Limited Partners in accordance with their respective percentage interests in the Partnership, as set forth on the attached Schedule A.
10. Right of Priority. No Limited Partner shall have priority over any other Limited Partner as to return of capital contributions or compensation by way of income.
11. Distributions. The Partners have no right to demand any property other than cash in return for their capital contributions.

12. Partnership Continuation. The remaining Partners have the right to continue the business of the Partnership notwithstanding the bankruptcy, insolvency, death, retirement or insanity of a General Partner.

13. Additional Limited Partners. The General Partners have the right to admit additional Limited Partners to the Partnership pursuant to the terms of the Partnership Agreement.

IN WITNESS WHEREOF, this Agreement is executed effective as of the 21st day of October 1986.

WITNESS:

Eve M. Eli

Eve M. Eli

WITNESS:

Eve M. Eli

Eve M. Eli

Eve M. Eli

Eve M. Eli

Eve M. Eli

Eve M. Eli

Eve M. Eli

Eve M. Eli

GENERAL PARTNERS:

Herbert S. Miller (Seal)
Herbert S. Miller
General Partner

Richard L. Kramer (Seal)
Richard L. Kramer
General Partner

LIMITED PARTNERS:

Herbert S. Miller (Seal)
Herbert S. Miller
Limited Partner

Richard L. Kramer (Seal)
Richard L. Kramer
Limited Partner

Courtney Lord (Seal)
Courtney Lord
Limited Partner

Creighton R. Schneck (Seal)
Creighton R. Schneck
Limited Partner

Stacy C. Hornstein (Seal)
Stacy C. Hornstein
Limited Partner

Larry Siegel (Seal)
Larry Siegel
Limited Partner

Richard M. Stone (Seal)
Richard M. Stone
Limited Partner

Howard S. Biel (Seal)
Howard S. Biel
Limited Partner

ACKNOWLEDGMENTS

DISTRICT OF COLUMBIA :

BEFORE ME, the undersigned Notary Public in and for the jurisdiction aforesaid, on this date personally appeared HERBERT S. MILLER, who acknowledged under oath that he is a General Partner and a Limited Partner of foregoing limited partnership, a District of Columbia limited partnership and that he, being authorized so to do, executed this Certificate of Limited Partnership on behalf of said Partnership, and swore to me that the statements therein contained are true and correct.

SWORN BEFORE ME this 21st day of October 1986.

(SEAL)

Charles P. Fletcher
Notary Public

MY COMMISSION EXPIRES: December 14, 1988.

DISTRICT OF COLUMBIA :

BEFORE ME, the undersigned Notary Public in and for the jurisdiction aforesaid, on this date personally appeared RICHARD L. KRAMER, who acknowledged under oath that he is a General Partner and a Limited Partner of the foregoing limited partnership, a District of Columbia limited partnership and that he, being authorized so to do, executed this Certificate of Limited Partnership on behalf of said Partnership, and swore to me that the statements therein contained are true and correct.

SWORN BEFORE ME this 21st day of October 1986.

(SEAL)

Charles P. Fletcher
Notary Public

MY COMMISSION EXPIRES: December 14, 1988.

DISTRICT OF COLUMBIA :

BEFORE ME, the undersigned Notary Public in and for the jurisdiction aforesaid, on this date personally appeared CREIGHTON R. SCHNECK, who acknowledged under oath that he is a Limited Partner of the foregoing limited partnership, a District of Columbia limited partnership and that he, being authorized so to do, executed this Certificate of Limited Partnership on behalf of said Partnership, and swore to me that the statements therein contained are true and correct.

SWORN BEFORE ME this 21st day of October 1986.

(SEAL)

Charles P. Fletcher
Notary Public

MY COMMISSION EXPIRES: December 14, 1988.

DISTRICT OF COLUMBIA :

BEFORE ME, the undersigned Notary Public in and for the jurisdiction aforesaid, on this date personally appeared COURTNEY LORD, who acknowledged under oath that he is a Limited Partner of the foregoing limited partnership, a District of Columbia limited partnership and that he, being authorized so to do, executed this Certificate of Limited Partnership on behalf of said Partnership, and swore to me that the statements therein contained are true and correct.

SWORN BEFORE ME this 21st day of October 1986.

(SEAL)

Warren P. Fletcher
Notary Public

MY COMMISSION EXPIRES: December 14, 1988.

DISTRICT OF COLUMBIA :

BEFORE ME, the undersigned Notary Public in and for the jurisdiction aforesaid, on this date personally appeared LARRY SIEGEL, who acknowledged under oath that he is a Limited Partner of the foregoing limited partnership, a District of Columbia limited partnership and that he, being authorized so to do, executed this Certificate of Limited Partnership on behalf of said Partnership, and swore to me that the statements therein contained are true and correct.

SWORN BEFORE ME this 21st day of October 1986.

(SEAL)

Warren P. Fletcher
Notary Public

MY COMMISSION EXPIRES: December 14, 1988.

DISTRICT OF COLUMBIA :

BEFORE ME, the undersigned Notary Public in and for the jurisdiction aforesaid, on this date personally appeared STACY C. HORNSTEIN, who acknowledged under oath that he is a Limited Partner of the foregoing limited partnership, a District of Columbia limited partnership and that he, being authorized so to do, executed this Certificate of Limited Partnership on behalf of said Partnership, and swore to me that the statements therein contained are true and correct.

SWORN BEFORE ME this 21st day of October 1986.

(SEAL)

Warren P. Fletcher
Notary Public

MY COMMISSION EXPIRES: December 15, 1988.

DISTRICT OF COLUMBIA :

BEFORE ME, the undersigned Notary Public in and for the jurisdiction aforesaid, on this date personally appeared HOWARD S. BIEL, who acknowledged under oath that he is a Limited Partner of the foregoing limited partnership, a District of Columbia limited partnership and that he, being authorized so to do, executed this Certificate of Limited Partnership on behalf of said Partnership, and swore to me that the statements therein contained are true and correct.

SWORN BEFORE ME this 21st day of October 1986.

(SEAL)


Notary Public

MY COMMISSION EXPIRES: December 14, 1988.

DISTRICT OF COLUMBIA :

BEFORE ME, the undersigned Notary Public in and for the jurisdiction aforesaid, on this date personally appeared RICHARD M. STONE, who acknowledged under oath that he is a Limited Partner of the foregoing limited partnership, a District of Columbia limited partnership and that he, being authorized so to do, executed this Certificate of Limited Partnership on behalf of said Partnership, and swore to me that the statements therein contained are true and correct.

SWORN BEFORE ME this 21st day of October 1986.

(SEAL)


Notary Public

MY COMMISSION EXPIRES: December 14, 1988.

SCHEDULE A

NAMES, ADDRESSES, CAPITAL CONTRIBUTIONS AND PERCENTAGE INTERESTS OF PARTIES TO CERTIFICATE OF LIMITED PARTNERSHIP

The name and residence address of the Partners are set forth below. The description and the agreed upon values of the capital contributions of each partner and their Partnership Percentage Interest appear next to each Partner's name.

<u>GENERAL PARTNERS</u>	<u>% INTEREST</u>	<u>CAPITAL CONTRIBUTIONS</u>
Herbert S. Miller 1402 31st Street, N.W. Washington, D.C. 20007	<u>2.50%</u>	<u>\$25.00</u>
Richard L. Kramer 3028 N Street, N.W. Washington, D.C. 20007	<u>2.50%</u>	<u>\$25.00</u>
<u>LIMITED PARTNERS</u>		
Herbert S. Miller 1402 31st Street, N.W. Washington, D.C. 20007	<u>38.25%</u>	<u>\$382.50</u>
Richard L. Kramer 3028 N Street, N.W. Washington, D.C. 20007	<u>38.25%</u>	<u>\$382.50</u>
Creighton R. Schneck 1481 Rosewood Hill Drive Vienna, Virginia 22108	<u>3.00%</u>	<u>\$30.00</u>
Larry Siegel 12232 Seline Way Potomac, MD 20854	<u>5.00%</u>	<u>\$50.00</u>
Courtney Lord 3031 O Street, N.W. Washington, D.C. 20007	<u>2.50%</u>	<u>\$25.00</u>
Richard M. Stone 6609 Brookeville Road Chevy Chase, MD 20815	<u>1.00%</u>	<u>\$10.00</u>
Stacy C. Hornstein 11325 Struttman Terrace Rockville, MD 20852	<u>2.00%</u>	<u>\$20.00</u>
Howard S. Biel 5427 Falmouth Road Bethesda, MD 20816	<u>5.00%</u>	<u>\$50.00</u>
TOTAL:	<u>100.00%</u>	<u>\$1,000.00</u>

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
BUSINESS REGULATION ADMINISTRATION



C E R T I F I C A T E

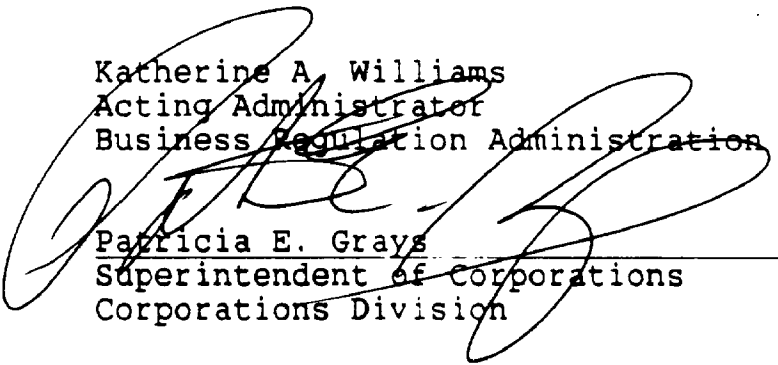
THIS IS TO CERTIFY that all applicable provisions of the DISTRICT
OF COLUMBIA UNIFORM LIMITED PARTNERSHIP ACT have been complied with and
accordingly, this CERTIFICATE of Amendment is hereby issued to
SUNRISE MILLS LIMITED PARTNERSHIP

NAME CHG. TO: SUNRISE MILLS (MLP) LIMITED PARTNERSHIP

as of January 20th, 1995 .

Hampton Cross
Director

Katherine A. Williams
Acting Administrator
Business Regulation Administration

Acting 
Patricia E. Grays
Superintendent of Corporations
Corporations Division

Marion Barry, Jr.
Mayor

TRADEMARK
REEL: 1811 FRAME: 0684

057688

DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
BUSINESS REGULATION ADMINISTRATION
CORPORATIONS DIVISION
614 H STREET, N.W. ROOM 407
WASHINGTON, D.C. 20001

Certificate of Amendment of Limited Partnership

Pursuant to the provisions of the District of Columbia Uniform Limited Partnership Act of 1987, we, the undersigned general partners present this Certificate of Amendment of Limited Partnership for filing. We acknowledge that the making of a false statement in this certificate is punishable by criminal penalties under section 404 of the District of Columbia Theft and White Collar Crime Act of 1982.

1. Name of the Limited Partnership: Sunrise Mills Limited Partnership

2. The following information is amended: The name of the limited partnership is "Sunrise Mills (MLP) Limited Partnership"

3. Date this amendment is to be effective, if not upon filing: _____

4. Signature, name and business address of each new general partner:

Signature _____ Name _____

Address _____

Signature _____ Name _____

Address _____

Signature _____ Name _____

Address _____

5. Presenting general partner:

Signature [Signature] Name Sunrise Mills L.L.C.

Herbert S. Miller, President of The Mills Corporation,
the General Partner of the Mills Limited Partnership, its Manager
(Attach additional signatures, names and addresses if necessary)

FILE IN DUPLICATE WITH ORIGINAL SIGNATURES

.....
* Department Use Only: Filing Fee: \$70.00 ✓ Date Filed: JAN 20 1995 By [Signature]
.....

THE MILLS CORPORATION

**3000 K Street, N.W.
Washington, DC 20007**

December 15, 1994

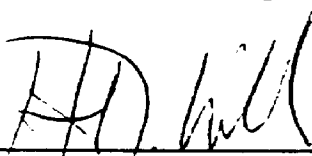
To Whom it May Concern:

Ladies and Gentlemen:

The undersigned general partners of the respective limited partnerships indicated below do hereby give their consent to the name change amendments filed herewith.

SUNRISE MILLS (CP) LIMITED PARTNERSHIP

By: Western Sawgrass Mills Corp., its General Partner

By: 

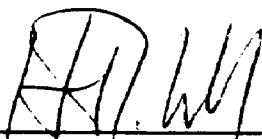
Herbert S. Miller, President

SUNRISE MILLS LIMITED PARTNERSHIP

By: Sunrise Mills L.L.C., its General Partner

By: The Mills Limited Partnership, its Manager

By: The Mills Corporation, its General Partner

By: 

Herbert S. Miller,
President