

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Mills Limited Partnership		11/13/2006	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Meadowlands Mills Limited Partnership
Street Address:	5425 Wisconsin Avenue
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Serial Number:	76660661	X COMING SOON AVARJS 062704E COMP 041604 ORCHC B101 06:00 P SUN MAVAR1005 04616 D38K *INCLUDES \$0.00 FACILITY FEE SUBJECT TO TERMS AND CONDITIONS ON REVERSE SIDE X
Serial Number:	76658336	X COMING SOON COMING SOON AVARJS 062704E COMP 041604 ORCHC B101 06:00 P SUN MAVAR1005 04616 D38K *INCLUDES \$0.00 FACILITY FEE SUBJECT TO TERMS AND CONDITIONS ON REVERSE SIDE X
Serial Number:	76658335	HOT
Serial Number:	76660643	HOT
Serial Number:	76640838	MEADOWLANDS MILLS
Serial Number:	76640839	MEADOWLANDS MILLS
Serial Number:	76663096	MEADOWLANDS XANADU
Serial Number:	76978281	MEADOWLANDS XANADU
Serial Number:	76608360	MEADOWLANDS XANADU
Serial Number:	76658334	X

OP \$690.00 76660661

Serial Number:	76660657	X
Serial Number:	76660644	X
Serial Number:	76658339	
Serial Number:	76660646	X
Serial Number:	76658337	X
Serial Number:	76660645	X
Serial Number:	76658331	
Serial Number:	76658340	X
Serial Number:	76658338	X
Serial Number:	76660659	X
Serial Number:	76658333	X
Serial Number:	76660660	X
Serial Number:	76658332	X
Serial Number:	76660658	X
Serial Number:	76978308	X
Serial Number:	76608353	X
Serial Number:	76461912	MEADOWLANDS XANADU

CORRESPONDENCE DATA

Fax Number: (973)530-2225
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 973-530-2025
Email: pnussbaum@wolffsamson.com
Correspondent Name: Peter Nussbaum
Address Line 1: One Boland Drive
Address Line 4: West Orange, NEW JERSEY 07052

NAME OF SUBMITTER:	Peter Nussbaum
Signature:	/Peter Nussbaum/
Date:	11/29/2006

Total Attachments: 9

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TRADEMARK ASSIGNMENT

WHEREAS, The Mills Limited Partnership, a limited partnership organized and existing under and by virtue of the laws of the State of Delaware and having a principal place of business at 5425 Wisconsin Avenue, Chevy Chase, Maryland 20815 ("ASSIGNOR"), owns rights in, to and under the trademarks and trademark applications set forth in the attached Schedule A (the "Properties"); and

WHEREAS, Meadowlands Mills Limited Partnership, a limited partnership organized and existing under and by virtue of the laws of the State of Delaware and having a principal place of business at 5425 Wisconsin Avenue, Chevy Chase, Maryland 20815 ("ASSIGNEE"), is desirous of acquiring ASSIGNOR'S entire right, title and interest in, to and under the Properties.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the ASSIGNOR has sold, assigned, transferred and sets over, and by these present does hereby sell, assign, transfer and set over, unto the ASSIGNEE, its successors, legal representatives and assigns, without any representations of any kind except as may be expressly set forth in that certain Transaction Agreement, dated as of the date hereof, by and among Assignor, Assignee, and the other signatories thereto, its entire right, title and interest in, to and under the Properties, together with that portion of the Assignor's business that relates to the underlying Properties and in connection with which the Properties are and will be used, the goodwill of the business symbolized by the Properties, and the registration thereof, and further including: all income, royalties, and damages now and hereafter due and/or payable to ASSIGNOR, including damages and payments for past and future infringements and misappropriations thereof, all rights to sue for past, present and future infringements or misappropriations thereof, and all rights corresponding to any of the above throughout the world;

AND THE ASSIGNOR HEREBY authorizes and requests the Commissioner of the United States Patent and Trademark Office, and any official of any country or countries foreign to the United States, whose duty is to issue trademark registrations or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

This Trademark Assignment shall be governed in all respects by and constructed in accordance with and subject to the Laws of the State of New York, as such Law is applied to agreements between New York residents entered into and performed entirely in the State of New York, without regard to the conflict of laws principles.

This Trademark Assignment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

* * *

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment as of the ____ day of November, 2006.

THE MILLS LIMITED PARTNERSHIP

By: The Mills Corporation, its general partner

By: 

Name: *Mark S. Ordan*

Title: *CEO & President*

MEADOWLANDS MILLS LIMITED PARTNERSHIP

By: Meadowlands Mills L.L.C., its managing general partner

By: The Mills Limited Partnership, its manager

By: The Mills Corporation, its general partner

By: 

Name: *Mark S. Ordan*

Title: *CEO & President*

MARY WOOD
STATE OF NEW YORK)
WATKINS) ss:
COUNTY OF NEW YORK)

On this 13th day of November, 2006, before me personally came MARK S. ODDON
who, being by me duly sworn, did state as follows: that he/~~she~~ is CEO + CFO of
The Mills Corporation, the general partner of The Mills Limited Partnership, that he/~~she~~ is
authorized to execute the foregoing Trademark Assignment on behalf of the general partner of
The Mills Limited Partnership and that he/~~she~~ did so on behalf of the general partner of The
Mills Limited Partnership.

Aves Gochman

Notary Public

My Comm. Exps. 9/5/2010

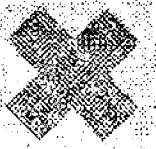
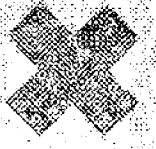



STATE OF ~~NEW YORK~~)
COUNTY OF ~~NEW YORK~~) ss:






On this 13th day of November, 2006, before me personally came MARK S. SINDAN
who, being by me duly sworn, did state as follows: that he/~~she~~ is PRES. & CEO of
The Mills Corporation, the general partner of The Mills Limited Partnership, the manager of
Meadowlands Mills L.L.C., the managing general partner of Meadowlands Mills Limited
Partnership, that he/~~she~~ is authorized to execute the foregoing Trademark Assignment on behalf
of The Mills Corporation, the general partner of The Mills Limited Partnership, the manager of
Meadowlands Mills L.L.C., the managing general partner of Meadowlands Mills Limited
Partnership and that he/~~she~~ did so on behalf of the general partner of the manager of the
managing general partner of Meadowlands Mills Limited Partnership.







Robert Gochman
Notary Public
My Comm. Exps. 9/5/2010









SCHEDULE A

UNITED STATES PENDING TRADEMARKS APPLICATIONS

Mark	Application No.	Class / Goods and Services	Owner
COMING SOON and MISCELLANEOUS DESIGN 	76/660,661	Class 37 - Real estate development services featuring commercial, retail, entertainment, residential and mixed use.	The Mills Limited Partnership
COMING SOON and MISCELLANEOUS DESIGN (tickets) 	76/658,336	Class 36 - Leasing of real property for commercial, retail, entertainment, dining and office space.	The Mills Limited Partnership
HOT and DESIGN 	76/658,335	Class 36 - Leasing of real property for commercial, retail, entertainment, dining and office space.	The Mills Limited Partnership
HOT and DESIGN 	76/660,643	Class 37 - Real estate development services featuring commercial, retail, entertainment, residential and mixed use.	The Mills Limited Partnership
MEADOWLANDS MILLS	76/640,838	Class 35 - Shopping center services, namely, business management services for shopping malls and promoting the goods and services of others by means of operating a shopping mall. Class 36 - Shopping center services, namely, leasing of shopping mall space.	The Mills Limited Partnership
MEADOWLANDS MILLS and DESIGN 	76/640,839	Class 35 - Shopping center services, namely, business management services for shopping malls and promoting the goods and services of others by means of operating a shopping mall. Class 36 - Shopping center services, namely, leasing of shopping mall space.	The Mills Limited Partnership

Mark	Application No.	Class / Goods and Services	Owner
MEADOWLANDS XANADU	76/663,096	Class 35 - Shopping center services, namely, business management services for shopping malls and promoting the goods and services of others by means of operating a shopping mall. Class 36 - Shopping center services, namely, leasing of shopping mall space.	The Mills Limited Partnership
MEADOWLANDS XANADU	76/461,912	Class 37 - Real estate development featuring planned entertainment mixed use and retail mixed use.	The Mills Limited Partnership
MEADOWLANDS XANADU (Stylized) 	76/978,281	Class 37 - Real estate development featuring planned entertainment mixed use and retail mixed use.	The Mills Limited Partnership
MEADOWLANDS XANADU (Stylized) 	76/608,360	Class 36 - Shopping center services and leasing of real property for retail, entertainment, dining and office space.	The Mills Limited Partnership
MISCELLANEOUS DESIGN (airplane with X propeller) 	76/658,334	Class 36 - Leasing of real property for commercial, retail, entertainment, dining and office space.	The Mills Limited Partnership
MISCELLANEOUS DESIGN (Airplane) 	76/660,657	Class 37 - Real estate development services featuring commercial, retail, entertainment, residential and mixed use.	The Mills Limited Partnership
MISCELLANEOUS DESIGN (Boy) 	76/660,644	Class 37 - Real estate development services featuring commercial, retail, entertainment, residential and mixed use.	The Mills Limited Partnership
MISCELLANEOUS DESIGN (elated boy)	76/658,339	Class 36 - Leasing of real property for commercial, retail, entertainment, dining and office space.	The Mills Limited Partnership

Mark	Application No.	Class / Goods and Services	Owner
			
MISCELLANEOUS DESIGN (Button) 	76/660,646	Class 37 - Real estate development services featuring commercial, retail, entertainment, residential and mixed use.	The Mills Limited Partnership
MISCELLANEOUS DESIGN (crossed thread in button) 	76/658,337	Class 36 - Leasing of real property for commercial, retail, entertainment, dining and office space.	The Mills Limited Partnership
MISCELLANEOUS DESIGN (Cheerleader) 	76/660,645	Class 37 - Real estate development services featuring commercial, retail, entertainment, residential and mixed use.	The Mills Limited Partnership
MISCELLANEOUS DESIGN (outstretched cheerleader with pom-poms) 	76/658,331	Class 36 - Leasing of real property for commercial, retail, entertainment, dining and office space.	The Mills Limited Partnership
MISCELLANEOUS DESIGN (crossed golf clubs) 	76/658,340	Class 36 - Leasing of real property for commercial, retail, entertainment, dining and office space.	The Mills Limited Partnership
MISCELLANEOUS DESIGN (crossed straws in a glass)	76/658,338	Class 36 - Leasing of real property for commercial, retail, entertainment, dining and office space.	The Mills Limited Partnership

Mark	Application No.	Class / Goods and Services	Owner
			
MISCELLANEOUS DESIGN (glass with straws) 	76/660,659	Class 37 - Real estate development services featuring commercial, retail, entertainment, residential and mixed use.	The Mills Limited Partnership
MISCELLANEOUS DESIGN (Dancer in X) 	76/658,333	Class 36 – Leasing of real property for commercial, retail, entertainment, dining and office space.	The Mills Limited Partnership
MISCELLANEOUS DESIGN (Dancer) 	76/660,660	Class 37 - Real estate development services featuring commercial, retail, entertainment, residential and mixed use.	The Mills Limited Partnership
MISCELLANEOUS DESIGN (skier with crossed skis) 	76/658,332	Class 36 - Leasing of real property for commercial, retail, entertainment, dining and office space.	The Mills Limited Partnership
MISCELLANEOUS DESIGN (Skier) 	76/660,658	Class 37 - Real estate development services featuring commercial, retail, entertainment, residential and mixed use.	The Mills Limited Partnership
X (Stylized) 	76/978,308	Class 37 – Real estate development featuring planned entertainment mixed use and retail mixed use.	The Mills Limited Partnership
X (Stylized) 	76/608,353	Class 35 - Shopping center services, namely, business management services for shopping malls and promoting the goods and services of others by means of operating a shopping mall.	The Mills Limited Partnership

Mark	Application No.	Class / Goods and Services	Owner
		Class 36 - Shopping center services, namely, leasing of shopping mall space.	

Marks in Use for Which Registration Has Not Been Sought

<u>Mark</u>	<u>Nature of Use</u>
THE ULTIMATE SKYBOX	Sports district at the Project
THE TOTAL HOME	Food and home district at the Project
THE WORLD OF STYLE	Fashion district at the Project
THE MULTIMEDIA PLAYGROUND	Entertainment district at the Project
THE DIGITAL PLAYGROUND	Entertainment district at the Project Note: Was used in the leasing brochures already printed, but is not currently being used online.
A PLAYHOUSE WITH NO LIMITS	Children's education district at the Project
IMAGINARIUM	Children's education district at the Project Note: The mark IMAGINARIUM may only be used in the leasing brochures that have already been printed, until supply is exhausted.
EXPLORATORIUM	Children's education district at the Project Note: The mark EXPLORATORIUM may only be used in the leasing brochures that have already been printed, until supply is exhausted.