

REC
T



103413591

To the Director of the U. S. Patent and Tra

ents or the new address(es) below.

6-6-07

1. Name of conveying party(ies):

Oakbrook Properties, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: Delaware - U.S.
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s):

Assignment 1/11/07
Execution Date(s) Addendum 5/31/07

- Assignment Merger
- Security Agreement Change of Name
- Other Addendum

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Coconut Point Developers, LLC

Internal

Address: _____

Street Address: 225 W. Washington St.

City: Indianapolis

State: Indiana

Country: U.S. Zip: 46204

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____

Other LLC Citizenship Delaware-U.S.

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2819065

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Coconut Point

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Coconut Point Developers, LLC

Internal Address: c/o Jack L. Boyd

Street Address: 225 W. Washington St.

City: Indianapolis

State: Indiana Zip: 46204

Phone Number: 317-263-7098

Fax Number: 317-263-7647

Email Address: jboyd@simon.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

David A. McArdle
Signature

June 1, 2007

Date

David A. McArdle, President of Oakbrook Properties, Inc.
Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

15

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

06/06/2007 DBYRNE 00000104 2819065

01 FC:8521 40.00 DP

Trademark License Agreement

THIS TRADEMARK LICENSE AGREEMENT ("Agreement") is made as of this 11th day of January, 2007, 2006 by and between **OAKBROOK PROPERTIES, INC.**, a Delaware corporation, with a principal office located at 1600 E. Main St., Suite B, St. Charles, Illinois 60174 ("Licensee"), and **SIMON PROPERTY GROUP, L.P.** ("Simon"), a Delaware limited partnership, and its affiliates **COCONUT POINT DEVELOPERS, LLC** ("CPC"), a Delaware limited liability company, and **M.S. MANAGEMENT ASSOCIATES, INC.** ("MSMA"), a Delaware corporation, its managing agent (Simon, CPC and MSMA are collectively referred to herein as "Licensor"), with their principal offices located at 225 West Washington Street, Indianapolis, Indiana 46204;

WHEREAS, Licensee has obtained U.S. trademark Registration No. 2819065 for the mark "COCONUT POINT" (the "Trademark"); and

WHEREAS, Licensee is the developer of projects being constructed on Development Areas #1 and #3 in accordance with the Development Order for Coconut Point DRI (the "DRI DO"), identified as State DRI #09-2001-153 (the "Licensee's Project"), and desires to use the Trademark to denominate Licensee's Project (the Licensor's Project (as defined hereinafter) and the Licensee's Project are sometimes collectively referred to as the "Project") and to have the right to assign the Trademark to entities purchasing or occupying real property in Licensee's Project; and

WHEREAS, Licensor is the developer of a project being constructed on Development Area #2 in accordance with the DRI DO (the "Licensor's Project"), and Licensor will use the Trademark to denominate Licensor's Project; and

WHEREAS, Licensee and Licensor agree that it is in both parties' best interests that the Project be uniformly referred to as "Coconut Point".

NOW, THEREFORE, in consideration of the foregoing and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereinafter acknowledged, the parties agree as follows:

Section 1. Assignment.

Licensee agrees to assign to Licensor, on an as-is basis with no representations or warranties, the Trademark, which assignment shall be accomplished by the execution and filing of the form attached hereto as **Exhibit "A"**. Licensee acknowledges that acceptance of the assignment of the Trademark shall be without recourse against Licensee.

Section 2. Grant of License.

Licensor grants to Licensee, on the terms and conditions provided herein, a non-exclusive license to use the Trademark and logos containing the Trademark that have been developed (attached hereto as a part of Exhibit "A") or as may be developed in the future (such emblems or logos together with the Trademark may be collectively referred to herein as the "Mark") in the development, advertising, marketing and management of the Licensee's Project and the other purposes set forth in Section 7, and Licensee accepts the license subject to such terms and conditions.

Licensor and Licensee mutually covenant and agree not to use the Mark for any location other than the Project. Licensor shall not grant any license for use of the Mark to third parties unless same are owners or occupants of the Project. Notwithstanding the foregoing, Licensee acknowledges and agrees that Licensor, in its sole discretion, may acquiesce in the use of the Mark by third parties not located within the Project.

Section 3. Ownership of Trademark.

Licensee agrees that this License shall give Licensee no right, title or interest in the Trademark other than the rights memorialized herein. Licensee agrees that it shall not contest Licensor's legal rights to or interests in the Trademark.

Section 4. Assignability.

All third party purchasers or occupants of real property located in Licensee's Project (the "Users") shall have the right to use the Mark in accordance with the terms of this Agreement. If and to the extent that Licensor or another party challenges any User's form of use of the Mark or otherwise alleges the failure of any such User to comply with the terms and conditions of this Agreement, then Licensor acknowledges and agrees that Licensee shall have the right to formally assign this Agreement to the applicable User(s) in accordance with the Assignment and Assumption Agreement attached hereto as **Exhibit "B"**.

Section 5. Term.

This Agreement shall commence upon its execution by the parties hereto and continue in effect until January 1, 2106, at which time the license shall expire unless renewed by Licensee pursuant to Section 6 below.

Section 6. Compensation.

Licensee shall pay Licensor a fee of One Hundred Dollars and No Cents (US \$100.00) for the right to use the Trademark as herein permitted. Licensee may renew this license for an additional 100-year term upon expiration of the initial term of this

Agreement by payment of a renewal fee of One Hundred Dollars and No Cents (US \$100.00) prior to the 31st day of December 2105; provided, however, that in the event Licensee fails to pay such renewal fee before such date, this license shall not expire or terminate until Licensor has provided Licensee with written notice of such failure and Licensee has failed to pay such renewal fee for a period of sixty (60) days after Licensee's receipt of such notice.

Section 7. Form of Use.

Licensee agrees to use the Mark only in conjunction with naming, identifying, developing, marketing and advertising and managing the Project for any use authorized by the DRI DO. Licensee further agrees to use the Mark only in such manner as is contemplated by this Agreement, i.e., on signage, banners, letterhead, business cards, websites, telephone directory listing, print, radio, television other marketing and advertising materials and other uses consistent with the general intent of this license.

Section 8. Infringement Proceedings.

If Licensee shall become aware of any third party's unauthorized use of the Trademark, Licensee may notify Licensor of such offending use. Licensor shall have the sole right and complete discretion as to whether to prosecute legal claims such as infringement, unfair competition or any other type of enforcement action involving the Trademark. Should Licensor elect to prosecute legal claims relating to the Trademark, Licensee and its designees, successors and assigns shall have no obligation to participate in the expenses of such actions, and Licensee disclaims any right to share in any award of damages.

Section 9. Indemnity.

Licensee agrees to and shall indemnify, hold harmless and defend Licensor against any claim, including costs and reasonable attorneys' fees, arising directly or indirectly out of Licensee's use of the Trademark in breach of this Agreement. Licensor agrees to and shall indemnify, hold harmless and defend Licensee against any claim, including costs and reasonable attorneys' fees arising directly or indirectly out of Licensee's use of the Trademark in accordance with the terms of this Agreement.

Section 10. No Joint Venture.

By entering into this Agreement, Licensor and Licensee are not and shall not be considered as joint venturers, partners or agents of each other. Neither party shall have the power to bind or obligate the other in any manner whatsoever.

Section 11. Notices.

Any notices, demands or other communication required or permitted hereunder to be in writing shall be delivered personally, sent by overnight courier or sent by certified, registered or express mail, postage prepaid. Any such notice shall be deemed given when so delivered personally; or one (1) day following the date such notice is sent by overnight courier; or if mailed, three (3) days following the date of deposit in the United States mail, as follows:

If to Licensor: Tom Schneider
Coconut Point Developers, LLC
115 West Washington Street
Indianapolis, Indiana 46204
Tel: (317) 636-1600
Fax: (317) 685-7299

With Copies to: Simon Property Group, L.P.
Legal Department
c/o Jack L. Boyd
225 West Washington Street
Indianapolis, Indiana 46204
Tel: (317) 263-7098
Fax: (317) 263-7647

If to Licensee: David A. McArdle
Oakbrook Properties, Inc.
24880 Burnt Pine Drive, Bldg. #8
Bonita Springs, Florida 34134
Tel: (239) 992-5529
Fax: (239) 992-9476

With Copies to: Richard G. Cherry, Esq.
Cherry & Edgar, P.A.
8409 North Military Trail, Suite 123
Palm Beach Gardens, Florida 33410
Tel: (561) 471-7767
Fax: (561) 471-7974

or to such other address as either party shall specify to the other by written notice given as provided above.

Section 12. Miscellaneous.

(a) Governing Law. This Agreement shall be interpreted according to the laws of the State of Florida, United States of America.

(b) Jurisdiction and Venue. The parties acknowledge that a substantial portion of negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Lee County, Florida, and that, therefore, each of the parties irrevocably and unconditionally: (i) agrees that any suit, action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of records in the State of Florida in Lee County, or the Court of the United States, Middle District of Florida; (ii) consents to the jurisdiction of each such court in any such suit, action or proceeding; (iii) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts; and (iv) agrees that service of any court paper may be effected on such party in a manner as may be provided under applicable laws or court rules in said Florida.

(c) Attorney's Fees. The prevailing (or substantially prevailing) party in any legal proceeding brought under or with relation to this Agreement shall be additionally entitled to recover from the non-prevailing party enforcement costs and reasonable attorneys' fees at all tribunal levels and in all dispute resolution proceedings, including bankruptcy and post-judgment collection, whether or not suit be brought.

(d) Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(e) Construction. This Agreement shall be construed as if drafted jointly by the parties, and shall be modified only by a subsequent writing signed by both parties.

(f) Amendment. Neither this Agreement, nor any provision hereof, may be waived, modified, amended, discharged or terminated, except by an instrument in writing signed Licensor and Licensee and this Agreement or any provision hereof may not be waived, modified, amended, discharged or terminated by any of the parties' respective successors and permitted assigns.

(g) Severability. If any provisions of this Agreement are held to be illegal, invalid, or unenforceable under present or future laws, such provisions shall be fully severable; the Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provisions had never comprised a part of the Agreement; and the remaining provisions of the Agreement shall remain in full force and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from the Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provisions, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, or enforceable.

(h) Waiver. The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of that party to require performance of that provision or to exercise

any right, power or remedy hereunder, and any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement, unless otherwise provided in this Agreement.

(i) Specific Performance. Each of the parties acknowledges that the parties will be irreparably damaged (and damages at law would be an inadequate remedy) if this Agreement is not specifically enforced. Therefore, in the event of a breach or threatened breach by any party of any provision of this Agreement, then the other party shall be entitled, in addition to all other rights or remedies, to injunctions restraining such breach, without being required to show any actual damage or to post any bond or other security, and/or to a decree for specific performance of the provisions of this Agreement.

(j) Counterparts and Facsimiles. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement and facsimile transmissions shall be deemed originals.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

LICENSEE:

OAKBROOK PROPERTIES, INC., a Delaware corporation

By: 

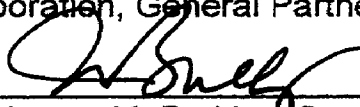
Printed Name: DAVID A. MCARDLE

Title: PRESIDENT

LICENSOR:

SIMON PROPERTY GROUP, L.P., a Delaware limited partnership

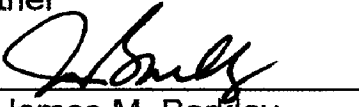
By: Simon Property Group, Inc., a Delaware corporation, General Partner

By: 
James M. Barkley, Secretary and General Counsel

COCONUT POINT DEVELOPERS, LLC, a Delaware limited liability company

By: Simon Property Group, L.P., a Delaware limited partnership, Managing Member

By: Simon Property Group, Inc., a Delaware corporation, General Partner

By: 
James M. Barkley, Secretary and General Counsel

**M.S. MANAGEMENT ASSOCIATES, INC., a
Delaware corporation**

By: Simon Property Group, L.P., a Delaware
limited partnership

By: Simon Property Group, Inc., a
Delaware corporation, General Partner

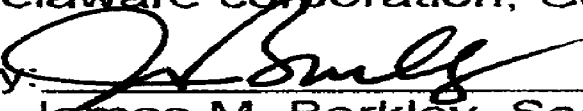
By: 
James M. Barkley, Secretary
and General Counsel

EXHIBIT "A"

FORM OF ASSIGNMENT AGREEMENT

EXHIBIT "A"

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) _____

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: _____

Internal Address: _____

Street Address: _____

City: _____

State: _____

Country: _____ Zip: _____

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: _____

Internal Address: _____

Street Address: _____

City: _____

State: _____ Zip: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

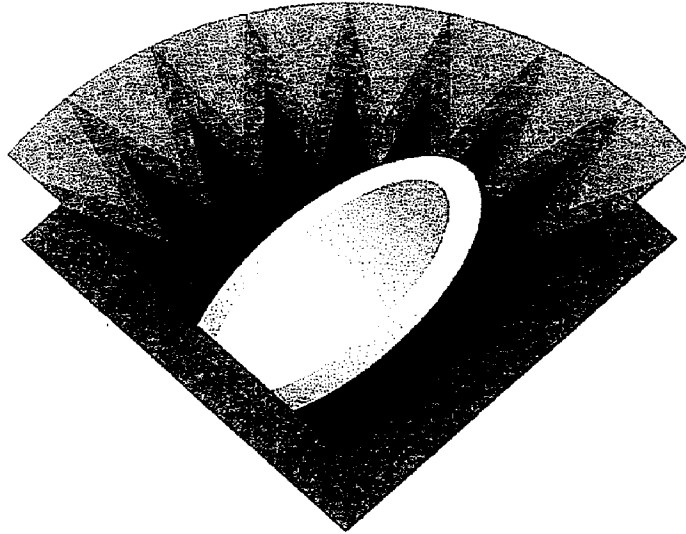
Signature _____

Date _____

Name of Person Signing _____

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450



COCONUT

P O I N T

**TRADEMARK LICENSE
ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS TRADEMARK LICENSE ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made as of the ____ day of _____ 200__, by and between **OAKBROOK PROPERTIES, INC.**, a Delaware corporation ("Assignor"), and _____ a _____ ("Assignee"). Capitalized terms used herein shall have the meaning ascribed to such terms in that certain Trademark License Agreement, dated as of the ____ day of _____, 200__, by and between, among others, Assignor, and **SIMON PROPERTY GROUP, LP**, a Delaware limited partnership (the "License Agreement").

W I T N E S S E T H:

WHEREAS, Assignor has entered into the License Agreement; and

WHEREAS, Assignee is a User and Assignor desires to assign and Assignee desires to accept an assignment of the License Agreement in conjunction with Assignee's project located within Licensee's Project ("Assignee's Project") and to recognize the obligations that Assignee will have under the License Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns to Assignee, on an as is basis with no representations or warranties, the right to use the Mark in accordance with Section 4 of the License Agreement in conjunction with Assignee's Use and Assignee accepts such assignment, subject to the terms and conditions set forth therein.

2. Assignee accepts this Assignment without recourse against Assignor. By virtue of its execution of this Assignment, Assignee agrees to indemnify, hold harmless and defend Licensor and Licensee (and their respective successors and assigns), including costs and reasonable attorneys' fees arising directly or indirectly out of Assignee's use of the Mark in breach of the License Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Assignment as of the year and date first above written.

ASSIGNOR:

_____, a

By: _____
Name: _____
Its: _____

ASSIGNEE:

_____, a

By: _____
Name: _____
Its: _____

**ADDENDUM TO
TRADEMARK LICENSE AGREEMENT**

THIS FIRST ADDENDUM TO THE TRADEMARK LICENSE AGREEMENT ("Agreement") is made as of this 31st day of may, 2007, by and between Oakbrook Properties, Inc., a Delaware corporation with its principal office located at 1600 E. Main St., Suite B, St. Charles, Illinois 60174 ("Licensee"), and Simon Property Group, L.P. ("Simon"), a Delaware limited partnership, and its affiliates, Coconut Point Developers, LLC ("CPC"), a Delaware limited liability company, and M.S. Management Associates, Inc. ("MSMA"), a Delaware corporation, its managing agent (Simon, CPC and MSMA are collectively referred to herein as "Licensor"), with their principal offices located at 225 W. Washington St., Indianapolis, Indiana 46204;

WHEREAS, pursuant to the Agreement, Licensee is assigning its interest in the PTO registered mark for "COCONUT POINT", No. 2819065 (the "Trademark") to Licensor;

WHEREAS, Licensor is providing a license agreement to Licensee to use said trademark;

WHEREAS, the Agreement omitted to specify certain remedies upon breach of the Agreement, with the exception of the reference to specific performance provided in Section 12(i) of the Agreement; and

WHEREAS, the parties desire to insure compliance with the Agreement and provide for remedies upon non-compliance.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises hereinafter set forth and for such other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. In the event of a breach of the agreement by Licensor, then it shall have no further rights in, under and to the Agreement.
2. In the event Licensor fails to renew its license with Licensee or otherwise cancels, rescinds or terminates its license with Licensee, then the Trademark shall revert to Licensee and the Assignment shall be deemed null and void, provided, however, that Licensor shall retain any liabilities on its part arising from its use or non-use of the Trademark.
3. Licensee shall have the further right, but not the obligation, to assume the ownership in fee simple of the Trademark in the event Licensor elects or fails to renew the Trademark.
4. All other terms of the Agreement dated January 11, 2007 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Addendum to the Trademark License Agreement to be executed as of the day and year first written above.

LICENSEE:

OAKBROOK PROPERTIES, INC., a Delaware corporation

By: 

David A. McArdle, President

LICENSOR:

SIMON PROPERTY GROUP, L.P., a Delaware limited partnership

By: Simons Property Group, Inc., a Delaware corporation, General Partner

By: 

James M. Barkley, Secretary and General Counsel

COCONUT POINT DEVELOPERS, LLC, a Delaware limited liability company

By: Simon Property Group, L.P., a Delaware limited partnership, Managing Member

By: Simon Property Group, Inc., a Delaware corporation, General Partner

By: 

James M. Barkley, Secretary and General Counsel