

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Interra Main Street Commons, LLC		12/16/2009	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gilbert Growth Properties LLC		
<b>Street Address:</b>	6200 Riverside Drive		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44135		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3283524	MAINSTREET COMMONS	
<b>Serial Number:</b>	78497607	MAINSTREET COMMONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(480)406-6515		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	4805864300		
<b>Email:</b>	hutchjhawk@cox.net		
<b>Correspondent Name:</b>	Morgan T Neville		
<b>Address Line 1:</b>	6200 Riverside Drive		
<b>Address Line 4:</b>	Cleveland, OHIO 44135		
<b>NAME OF SUBMITTER:</b>	Morgan T Neville		
<b>Signature:</b>	/mtn/		
<b>Date:</b>	06/02/2010		

OP \$65.00 3283524

**Total Attachments: 6**

source=MAINSTREET COMMONS Trademark Assignment\_reg#3283524\_Interra to Gilbert Growth#page1.tif  
source=MAINSTREET COMMONS Trademark Assignment\_reg#3283524\_Interra to Gilbert Growth#page2.tif  
source=MAINSTREET COMMONS Trademark Assignment\_reg#3283524\_Interra to Gilbert Growth#page3.tif  
source=MAINSTREET COMMONS Trademark Assignment\_reg#3283524\_Interra to Gilbert Growth#page4.tif  
source=MAINSTREET COMMONS Trademark Assignment\_reg#3283524\_Interra to Gilbert Growth#page5.tif  
source=MAINSTREET COMMONS Trademark Assignment\_reg#3283524\_Interra to Gilbert Growth#page6.tif

## TRADEMARK ASSIGNMENT

As of December 16, 2009

WHEREAS, Woodbine Development I, Ltd., a Texas limited partnership, with an office at 15205 N. Kierland Blvd., Scottsdale, Arizona 85254 ("Woodbine"), adopted and used the trademark MAINSTREET COMMONS, U.S. Trademark Registration Nos. 3,283,524 (the "Mark");

WHEREAS, Woodbine assigned the Mark to Adelson Fijan Properties II, LLC, an Arizona limited liability company, with an office at 2415 E. Camelback Road, 1<sup>st</sup> Floor, Phoenix, Arizona 85016 ("Adelson");

WHEREAS, Adelson assigned the Mark to Interra Main Street Commons, LLC, a Delaware limited liability company, with office at 737 N. Michigan Avenue, Suite 1050, Chicago Illinois 60611 ("Assignor");

WHEREAS, Gilbert Growth Properties LLC, a Delaware limited liability company, with an office at 6200 Riverside Drive, Cleveland, Ohio 44135 ("Assignee") desires to acquire, on a non-exclusive basis, all of Assignor's right, title and interest in and to the Mark and the goodwill associated therewith, and Assignor desires to assign, on a non-exclusive basis, all of its right, title and interest in the foregoing to Assignee; and

WHEREAS, Assignor has granted certain rights to use the Mark (i) to Adelson, pursuant to a License Agreement dated as of October 17, 2007, and (ii) to Opus West Corporation, a Minnesota corporation, pursuant to a License Agreement dated as of October 17, 2007 (collectively, the "License Agreements"), and Assignor shall assign the License Agreements to Assignee pursuant to a Bill of Sale and Assignment of even date herewith.

NOW, THEREFORE, for good and valuable consideration, receipt of which is acknowledged, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Mark, and in the goodwill associated therewith, and U.S. Registration thereof.

Accordingly, the undersigned waives any and all rights to claim ownership of the Mark following this Assignment.

Assignee hereby acknowledges and agrees that the Mark is subject to the License Agreements, and expressly assumes the License Agreements from and after the effective time of this Trademark Assignment.

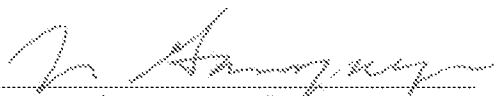
*Signatures and Acknowledgments Appear on the Following Pages*

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment as of the date first above written.

ASSIGNOR: INTERRA MAIN STREET COMMONS, LLC

By: Interra Development Partners, LLC, its manager

By: Interra Ventures, LLC, its sole member and manager

By:   
Name: Thomas Gamsjaeger  
Title: President

By: \_\_\_\_\_  
Name: Todd Goldberg  
Title: Vice President

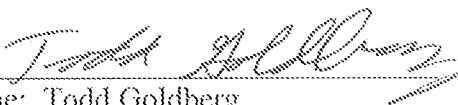
IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment as of the date first above written.

ASSIGNOR: INTERRA MAIN STREET COMMONS, LLC

By: Interra Development Partners, LLC, its manager

By: Interra Ventures, LLC, its sole member and manager

By: \_\_\_\_\_  
Name: Thomas Gamsjaeger  
Title: President

By:   
Name: Todd Goldberg  
Title: Vice President

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment as of the date first above written.

ASSIGNEE: GILBERT GROWTH PROPERTIES LLC

By: Joseph J. Adams  
Name: Joseph J. Adams  
Title: Vice President

State of OHIO )  
 ) ss  
County of CUMBERLAND )

On this 5<sup>th</sup> day of May, 2010, before me personally appeared Joseph J. Adams, the Vice President of Gilbert Growth Properties LLC, a Delaware limited liability company whose identity was proved to me on the basis of satisfactory evidence to be the persons whose name is subscribed to this document and who acknowledged that they signed this document in their respective authorized capacity.

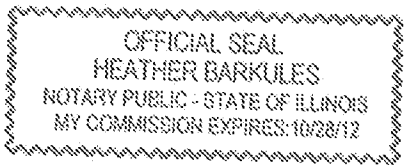
Ricky L. Bertham  
Notary Public

RICKY L. BERTHAM, Attorney At Law  
Notary Public, State of Ohio  
My commission has no expiration date.  
Section 147.03 R.C.

State of Illinois )

) ss  
County of Peoria )

On this 4<sup>th</sup> day of May, 2010, before me personally appeared Thomas J. Gamsjaeger the President of Interra Ventures, LLC, a Delaware limited liability company and the sole member and manager of Interra Development Partners, LLC, a Delaware limited liability company and the manager of Interra Main Street Commons, LLC, a Delaware limited liability company, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document and who acknowledged that he signed this document in his authorized capacity.



Heather Barkules  
Notary Public

State of \_\_\_\_\_ )

) ss  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of May, 2010, before me personally appeared Todd Goldberg, a Vice President of Interra Ventures, LLC, a Delaware limited liability company and the sole member and manager of Interra Development Partners, LLC, a Delaware limited liability company and the manager of Interra Main Street Commons, LLC, a Delaware limited liability company, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document and who acknowledged that he signed this document in his authorized capacity.

\_\_\_\_\_  
Notary Public


State of \_\_\_\_\_ )  
 ) ss  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of May, 2010, before me personally appeared Thomas J. Gamsjaeger the President of Interra Ventures, LLC, a Delaware limited liability company and the sole member and manager of Interra Development Partners, LLC, a Delaware limited liability company and the manager of Interra Main Street Commons, LLC, a Delaware limited liability company, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document and who acknowledged that he signed this document in his authorized capacity.

\_\_\_\_\_  
Notary Public

State of New Jersey )  
 ) ss  
County of Morris )

On this 10<sup>th</sup> day of May, 2010, before me personally appeared Todd Goldberg, a Vice President of Interra Ventures, LLC, a Delaware limited liability company and the sole member and manager of Interra Development Partners, LLC, a Delaware limited liability company and the manager of Interra Main Street Commons, LLC, a Delaware limited liability company, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document and who acknowledged that he signed this document in his authorized capacity.

  
Notary Public  
KAREN M. PASCALE  
NOTARY PUBLIC OF NEW JERSEY  
COMMISSION EXPIRES 11/04/2014