

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															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>SunCor Development Company</td> <td></td> <td>07/15/2010</td> <td>CORPORATION: ARIZONA</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	SunCor Development Company		07/15/2010	CORPORATION: ARIZONA							
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PROPERTY NUMBERS Total: 1															
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CORRESPONDENCE DATA															
Fax Number: (949)475-4754 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 949-451-3800 Email: skann@gibsondunn.com Correspondent Name: Stephanie S. Kann, Senior Paralegal Address Line 1: 3161 Michelson Drive Address Line 2: Gibson, Dunn & Crutcher LLP Address Line 4: Irvine, CALIFORNIA 92612															
ATTORNEY DOCKET NUMBER:	79624-00223														
NAME OF SUBMITTER:	Stephanie S. Kann														
Signature:	/stephanie s. kann/														

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TRADEMARK
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Date:

11/08/2010

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "**Assignment**") is entered into effective as of July ¹⁵ 2010 (the "**Effective Date**"), by and between SunCor Development Company, an Arizona corporation ("**Assignor**"), with a business address of 80 East Rio Salado Parkway, Suite 410, Tempe, Arizona 85281, and RP SunRidge LLC, a Delaware limited liability company with an address of c/o Sunbelt Holdings Management, Inc., 6720 North Scottsdale Road, Suite 160, Scottsdale, Arizona 85253 ("**Assignee**").

1.0 Background.

1.1 Assignor and Assignee have entered into that certain Agreement of Purchase and Sale and Joint Escrow Instructions dated as of June 30, 2010 (the "**Purchase Agreement**"). In accordance with the Purchase Agreement, Assignor wishes to assign the Trademarks (as that term is defined below) to Assignee.

2.0 Assignment.

2.1 "**Trademarks**" means (i) the trademarks and service marks set forth on Exhibit A attached hereto, including, without limitation, all associated common-law rights, (ii) the associated registrations set forth on Exhibit A attached hereto, and (iii) all associated goodwill.

2.2 In consideration of and exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, sells, transfers and sets over unto Assignee its entire right, title and interest throughout the world in and to (i) the Trademarks, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect to any Trademarks, and (iii) all causes of action (either in law or in equity) related to, and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.

2.3 Assignor and Assignee agree to execute, or to cause to be executed, all documents and instruments reasonably required in order to consummate the assignment herein contemplated, and each and every one of the transactions contemplated hereby, pursuant to Article XII, Section 10 of the Purchase Agreement.

2.4 The assignment of rights hereunder is made without any representation or warranty by Assignor, express or implied, except as may otherwise be expressly set forth in the Purchase Agreement, as limited by the Survival Period (as each such term is defined in the Purchase Agreement) and any liability or damages cap that may be expressly set forth in the Purchase Agreement.

3.0 Miscellaneous.

3.1 The validity, construction and operational effect of this Assignment shall be governed by the internal laws of the State of Arizona and the federal laws of the United States, without regard for its choice of law principles. Assignor and Assignee submit to venue and jurisdiction in Maricopa County, Arizona Superior Court, and hereby waive the right to be sued in any other place.

3.2 This Assignment may be executed in several counterparts and all such executed counterparts shall constitute one agreement, binding on all of the parties hereto, notwithstanding that all of the parties hereto are not signatories to the original or to the same counterpart.


3.3 Nothing in this Assignment is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Assignment.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment below effective as of the Effective Date.

ASSIGNOR:

SUNCOR DEVELOPMENT COMPANY,
an Arizona corporation

By: 
Name: MICHAEL D MARTIN
Title: VP CFO

ASSIGNEE:

RP SUNRIDGE LLC,
a Delaware limited liability company


By: 
Name: Sean T. Walters
Title: Vice President

Exhibit A

Trademarks

Mark	Application/Registration Number	Country
SUNRIDGE CANYON	3,689,459	US