

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
SunRidge Canyon, L.L.C.		07/15/2010	LIMITED LIABILITY COMPANY: ARIZONA
RECEIVING PARTY DATA			
Name:	RP SunRidge LLC		
Street Address:	6720 North Scottsdale Road, Suite 160		
Internal Address:	c/o Sunbelt Holdings Management, Inc.		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85253		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1986021	SUNRIDGE CANYON	
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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 REEL: 004411 FRAME: 0311

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 SunRidge Canyon, L.L.C., an Arizona limited liability company (“**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.

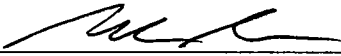
[SIGNATURES FOLLOW ON NEXT PAGE]

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

ASSIGNOR:

SUNRIDGE CANYON L.L.C.,
an Arizona limited liability company

By: SunCor Development Company,
an Arizona corporation,
its Sole Member

By: 
Name: MICHAEL D. MARTIN
Title: VP; CFO

ASSIGNEE:

RP SUNRIDGE LLC,
a Delaware limited liability company

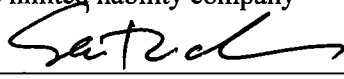
By: 
Name: Sean T. Walters
Title: Vice President

Exhibit A

Trademarks

Mark	Registration Number	Country
SUNRIDGE CANYON	1,986,021	US