

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
RP SunRidge LLC		11/30/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Buckeye West, LLC		
Street Address:	13100 North SunRidge Drive		
City:	Fountain Hills		
State/Country:	ARIZONA		
Postal Code:	85268		
Entity Type:	LIMITED LIABILITY COMPANY: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3689459	SUNRIDGE CANYON	
CORRESPONDENCE DATA			
Fax Number:	(602)840-3342		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	602-852-5952		
Email:	jlivigni@mastlawfirm.com		
Correspondent Name:	Jill LiVigni, Legal Assistant		
Address Line 1:	2415 East Camelback Road		
Address Line 2:	Suite 728		
Address Line 4:	Phoenix, ARIZONA 85016		
NAME OF SUBMITTER:	Jill LiVigni		
Signature:	/Jill LiVigni/		
Date:	01/12/2011		

OP \$40.00 3689459

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is entered into as of the 30th day of November, 2010 (the "Effective Date") by and among RP SUNRIDGE LLC, a Delaware limited liability company ("Assignor"), with a business address of 6720 North Scottsdale Road, Suite 160, Scottsdale, AZ 85253-4424, and BUCKEYE WEST, LLC, an Arizona limited liability company ("Assignee"), with a business address of 2960 Silver Lake Boulevard, Silver Lake, OH 44224.

1.0 Background.

1.1 Assignor and Assignee have entered into that certain Purchase and Sale Agreement and Joint Escrow Instructions dated as of November 15, 2010, as amended (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 Section 15.10 of the Purchase Agreement.

2.4 Assignor represents and warrants to Assignee that Assignor has good and marketable title to all trademarks and service marks set forth on Exhibit A, free and clear of all liens, security agreements, third party claims, financing statements, and other encumbrances.

2.5 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 or in this Assignment, as limited by the survival period and other provisions expressly set forth in the Purchase Agreement (including, but not limited to, the provisions, disclaimers and limitations of Sections 9.3 through 9.5, inclusive, of 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, 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.

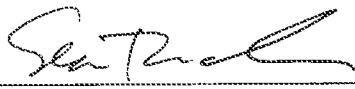
3.2 This Assignment may be executed in several counterparts and all such executed counterparts shall constitute one agreement, binding on all of the parties hereto, notwithstanding that all of the parties hereto are not signatories to the original or to the same counterpart.

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

IN WITNESS WHEREOF, the Parties hereby have executed this Assignment effective as of the Effective Date.

ASSIGNOR:

RP SUNRIDGE LLC, a Delaware limited liability company

By: 
Sean T. Walters, its Vice President

ASSIGNEE:

BUCKEYE WEST, LLC, an Arizona limited liability company

By: _____
Donald T. Misheff, its Manager

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ASSIGNOR:

RP SUNRIDGE LLC, a Delaware limited liability company

By: _____
Sean T. Walters, its Vice President

ASSIGNEE:

BUCKEYE WEST, LLC, an Arizona limited liability company

By: *D. T. Misheff*
Donald T. Misheff, its Manager

Exhibit A
to
Trademark Assignment

Trademarks

Mark	Registraiton Number	Country
SUNRIDGE CANYON	1,986,021	US
SUNRIDGE CANYON	3,689,459	US