

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	04/01/2012		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Dividend Capital Total Realty Trust Inc.		04/18/2012	CORPORATION: MARYLAND
<b>RECEIVING PARTY DATA</b>			
Name:	Academy Partners Ltd. Liability Company		
Street Address:	518 17th Street, 17th Floor		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	3293719	DIVIDEND CAPITAL TOTAL REALTY TRUST	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	3032924510		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	303.292.2900		
Email:	charles.luce@moyewhite.com		
Correspondent Name:	Charles F. Luce, Jr.		
Address Line 1:	1400 16th Street		
Address Line 2:	16 Market Square, 6th Floor		
Address Line 4:	Denver, COLORADO 80202-1486		
ATTORNEY DOCKET NUMBER:	8148-00007		
NAME OF SUBMITTER:	Charles F. Luce, Jr.		

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Signature:	/Charles F. Luce, Jr./
Date:	04/18/2012
Total Attachments: 3 source=01365769#page1.tif source=01365769#page2.tif source=01365769#page3.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is effective April 1, 2012, by and between Dividend Capital Total Realty Trust Inc., a Colorado Limited Liability Company, with its principal place of business at 518 17th Street, 17th Floor, Denver, Colorado, 80202 ("TRT") in favor of Academy Partners Ltd. Liability Company, a Colorado Limited Liability Company, with its principal place of business at 518 17th Street, 17th Floor, Denver, Colorado, 80202 ("Academy").

WHEREAS, TRT has agreed to assign to Academy all of TRT's right, title and interest to the trademarks (the "Marks") set forth in Exhibit A hereto, and all registrations and applications for registration related to the Marks, together with the goodwill associated therewith.

WHEREAS, Academy now desires TRT to execute and deliver to Academy this Trademark Assignment required to effect the assignment of the Marks and the registrations and applications therefor.

NOW THEREFORE, in consideration of the payment of \$10 and good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged:

1. TRT hereby sells, transfers, conveys, assigns, and sets over unto Academy, its successors and assigns, TRT's entire right, title and interest in and to the Marks, including, without limitation, all of TRT's registrations and applications therefore and Academy's right to apply for and register the Marks, in the United States of America and all foreign jurisdictions, together with only that goodwill associated with and symbolized by the Marks, all common law and statutory rights related to the Marks, all rights of renewal and extension, and the right to recover for damages and profits for past infringements thereof by third parties, reserving nothing to TRT.

2. TRT represents and warrants that it has not previously made any transfer to any third party of any interest in any of the Marks or any application or registration related thereto. Beyond the foregoing warranty of non-hypothecation of the Marks, the assignment of Marks made hereby is "AS IS," without representation or warranty of any kind, express or implied, including, without limitation, the implied warranties of merchantability or fitness for a particular purpose, non-infringement, non-violation of any person's right of publicity, or that Academy will be able to preclude others from using the Marks, all of which representations and warranties are specifically disclaimed and excluded. In no event shall TRT or anyone else involved in the creation, production or delivery of the Marks be liable for loss of savings or profits, direct, indirect, special, incidental, consequential or exemplary damages or loss of goodwill resulting from any defect in the Marks, or the use, the results of the use or the inability to use the Marks, even if such damages are foreseeable and even if TRT has been advised of the possibility of such damages or claim. In no event will TRT's liability for damages to Academy or any other person exceed \$100 U.S., regardless of the form of the claim. No employee or agent of TRT has the authority to modify, extend or add to this Limited Warranty. The above Limited Warranty is the complete and exclusive agreement between Academy and TRT and supersedes all other proposals and prior agreements, oral or written, and any other communications between Academy and TRT or any employee or agent of TRT relating to the Marks.

3. TRT shall, upon request by Academy, execute, acknowledge and deliver such documents as may be reasonably necessary to convey and assign to Academy all of TRT's right, title, and interest in and to the Marks and the applications and registrations therefore consistent with this Trademark Assignment.

IN WITNESS WHEREOF, TRT has executed this Assignment.

Dividend Capital Total Realty Trust Inc.

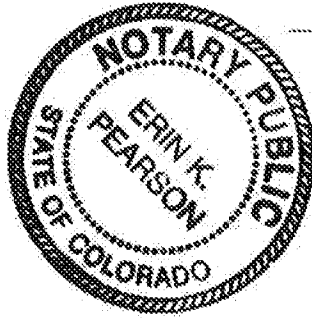
By: \_\_\_\_\_

Name: Guy Arnold

Title: President


State of Colorado )  
 ) ss.  
City and County of Denver )

Before me, a Notary Public within and for said County, personally appeared Guy M. Arnold the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed on this 18<sup>th</sup> day of April 2012.



Erin K. Pearson  
Notary Public  
Expires 12/21/2013

EXHIBIT A

Marks	Reg. No. (App. No.)	Reg. Date (App.Date)	Status
 <b>DIVIDEND CAPITAL</b> TOTAL REALTY TRUST	3293719	09/18/2007	Registered
DIVIDEND CAPITAL TOTAL REALTY TRUST	N/A	N/A	Common Law