

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM323204

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Foreclosure Sale		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Maguire Partners - Solana Limited Partnership		02/04/2014	LIMITED PARTNERSHIP: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	5 Village Circle Holdings Limited Partnership		
<b>Street Address:</b>	c/o CWC Capital Asset Management		
<b>Internal Address:</b>	7501 Wisconsin Avenue, Suite 500 West		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: MARYLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1576767	SOLANA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124552502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	(212) 455-2895		
<b>Email:</b>	ksolomon@stblaw.com		
<b>Correspondent Name:</b>	Samantha J. Himelman, Esq.		
<b>Address Line 1:</b>	Simpson Thacher & Bartlett LLP		
<b>Address Line 2:</b>	425 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	010396/1431		
<b>NAME OF SUBMITTER:</b>	Samantha J. Himelman		
<b>SIGNATURE:</b>	/sjh/		
<b>DATE SIGNED:</b>	11/13/2014		
<b>Total Attachments: 7</b>			
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**SUBSTITUTE TRUSTEE'S DEED**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER**

THE STATE OF TEXAS       §  
                                      §       KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF TARRANT     §

THAT, WHEREAS, Maguire Partners - Solana Limited Partnership, a Texas limited partnership ("Borrower") became indebted to Eurohypo AG, New York Branch, the New York branch of a German banking corporation ("*Lender*"), as evidenced by that certain Promissory Note (the "*Note*"), dated December 8, 2006, in the original principal sum of THREE HUNDRED NINETY FIVE MILLION and 00/100 Dollars (\$395,000,000.00), executed and delivered by Borrower to the order of Lender, as payee, bearing interest and being due and payable as therein provided; and said Note and all liens securing same having been assigned by Lender to U.S. Bank, N.A., as Trustee in trust for the registered holders of Banc of America Commercial Mortgage Inc., Commercial Mortgage Pass-Through Certificates, Series 2007-1 and U.S. Bank, N.A., as Trustee in trust for the registered holders of J.P. Morgan Chase Commercial Mortgage Securities Trust 2007-LDP10 Commercial Mortgage Pass-Through Certificates Series, 2007-LDP10 (the "*Trust*"); and

WHEREAS, the indebtedness evidenced by the Note (the "*Indebtedness*") is secured by, among other items, certain liens, security interests and assignments, evidenced by that certain Deed of Trust and Security Agreement (as assigned, assumed, modified or amended at any time or from time to time, the "*Tarrant County Deed of Trust*") dated of even date with the Note, executed by Borrower, to Peter S. Graf, Trustee for the benefit of Lender, said Deed of Trust being filed for record and recorded in the Official Public Records of Real Property of Tarrant County, Texas, under Document Number D206391580 and that certain Deed of Trust and Security Agreement (as assigned, assumed, modified or amended at any time or from time to time, the "*Denton County Deed of Trust*") dated of even date with the Note, executed by Borrower, to Peter S. Graf, Trustee for the benefit of Lender, said Deed of Trust

being filed for record and recorded in the Official Public Records of Real Property of Denton County, Texas, under Document Number 2006-150860 covering the property described in Exhibit A hereto, together with any and all appurtenances, improvements, fixtures and personal property of any kind located thereon or pertaining thereto, leases and rents relating thereto, as and to the extent more fully described therein. The Tarrant County Deed of Trust and the Denton County Deed of Trust are hereby collectively referred to as the "*Deed of Trust*"; and

WHEREAS, the Note and the Deed of Trust and all other documents securing the Note are now held by Assignee (hereinafter referred to as "*Beneficiary*") having an address of c/o CWCapital Asset Management, 7501 Wisconsin Avenue, Suite 500 West, Bethesda, Maryland 20814; and

WHEREAS, default has been made in the payment of the Note and the Indebtedness, and the Note is now unpaid, delinquent and in default; and

WHEREAS, Trust or Beneficiary has given or caused to be given all required notices to Borrower and any and all other necessary parties with regard to the defaulted Indebtedness; and

WHEREAS, pursuant to the authority granted in the Deed of Trust, the Trust legally appointed the undersigned, Wyatt Maxwell (the "*Substitute Trustee*") as Substitute Trustee under the Deed of Trust pursuant to a duly authorized and executed appointment document (the "*Appointment of Substitute Trustee*") which was recorded as Document Number D210279937 of the Official Public Records of Real Property of Tarrant County, Texas, on November 10, 2010; and

WHEREAS, Beneficiary has requested the undersigned to enforce the liens of the Deed of Trust by sale of the property herein described in the manner set forth under the terms of the Deed of Trust and pursuant to the laws of the State of Texas; and

WHEREAS, the undersigned, the Substitute Trustee, acting upon the request of Trust, did, at least twenty-one (21) days preceding the date of the public sale hereinafter described, cause notice of the foreclosure of the Deed of Trust and the liens thereof to be given in accordance with the laws of the State of Texas and the terms of the Deed of Trust and the Appointment of Substitute Trustee, (i) by causing to be posted on or before the 10th day of January, 2014, a written notice of sale of the property herein

described, said notice being posted on or before such date on the bulletin board used for such posting and located in the proper county courthouse of Tarrant County, Texas, (ii) by also on or before said date causing said notice or a copy thereof to be filed in the Office of the County Clerk of Tarrant County, Texas and (iii) by also on or before the 13th day of January, 2014 causing such notice to be transmitted to all parties obligated to pay the Note according to the records of the Trust, each such latter notice being deposited in a post office or official depository under the care and custody of the United States Postal Service and being sent by certified mail, postage prepaid and being deposited with a reputable overnight delivery service and being sent via overnight delivery, and all such notices properly addressed to all such parties at each such parties' most recent address, according to the records of Beneficiary; and

WHEREAS, on Tuesday, February 4, 2014, said date being the first Tuesday of said month and the date of sale specified in said notices, the undersigned did offer the property herein described for sale at public venue at the location designated or described in said notices, to the highest bidder for cash, between the hours of 10:00 a.m. and 1:00 p.m. on said date, said sale having begun no earlier than the time specified in said notices for the earliest time that the sale would begin (the "*Earliest Time of Sale*") and said sale having begun no later than three (3) hours after the Earliest Time of Sale, and the property herein described being struck off and sold between said hours to the Grantee hereinafter named, who was the highest and successful bidder for the property herein described;

NOW, THEREFORE, in consideration of the premises and the payment this date of the sum of \$195,000,000.00, the amount bid at such foreclosure sale by or on behalf of the Grantee hereinafter named, the highest bid made for the property herein described, the undersigned Substitute Trustee as aforesaid, by virtue of and pursuant to the authority conferred by the Deed of Trust and the Appointment of Substitute Trustee, has GRANTED, BARGAINED, SOLD and CONVEYED and does hereby GRANT, BARGAIN, SELL and CONVEY unto 5 Village Circle Holdings Limited Partnership (hereinafter called "*Grantee*") and the successors, assigns, legal representatives, heirs, executors and administrators of Grantee, that certain real property as more particularly described on Exhibit A attached hereto, incorporated herein and made a part hereof for all purposes, together with (i) any and all appurtenances

belonging and appertaining thereto; (ii) any and all improvements located thereon; (iii) any and all appurtenant easements and rights of way affecting said real property and any of Borrower's (or Borrower's assigns) rights to use same; (iv) any and all rights of ingress and egress to and from said real property and any of Borrower's (or Borrower's assigns) rights to use same; (v) any and all of Borrower's (or Borrower's assigns) rights and interests in and to any and all mineral rights and interests relating to said real property; (vi) any rights and interests of Borrower (or Borrower's assigns) in and to all leases, if any, covering all or any portion of said real property, if any; and (vii) all right, title and interest of Borrower (or Borrower's assigns), if any, in and to (a) all roads, streets and ways affecting, crossing or bounding said real property, (b) any and all strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to said real property, (c) any reversionary interests in and to said real property or any part thereof, (d) any personal property located thereon and (e) any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other utility facilities to the extent same pertain to or benefit the property described herein (or any portion thereof) including, without limitation, all reservations of or commitments or letters covering any such use in the future, whether now owned or hereafter acquired (said real property together with any and all of the related improvements, appurtenances, rights and interests referenced in items (i) through (vii) above are hereinafter collectively referred to as the "*Premises*").

TO HAVE AND TO HOLD, the Premises, together with all and singular the rights and appurtenances thereto, unto Grantee, and the successors, assigns, legal representatives, heirs, executors and administrators of Grantee forever, and the undersigned in her capacity as Substitute Trustee, by virtue of the authority conferred by the Deed of Trust and the Appointment of Substitute Trustee, does hereby bind and obligate, so far as she is authorized to do so, Borrower and Borrower's successors, assigns, legal representatives, heirs, executors and administrators, to forever warrant and defend title to the Premises to Grantee, and the heirs, executors, administrators, legal representatives, successors and assigns of Grantee, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This Deed covers both real and personal property located on or pertaining to the Premises to the full extent same is covered by the Deed of Trust or any other security agreement held by Beneficiary, any of said personal property which is part of or pertains to the Premises or which is covered by such other security agreement and located on or which pertains to the Premises having been sold at said public sale hereunder described pursuant to Section 9.604 of the Texas Uniform Commercial Code.

This Deed and conveyance are made subject to all matters of record which are prior to the Deed of Trust and are a superior interest therein to the full extent same affect title to the Premises.

The address for Grantee for all purposes hereunder is c/o CWCapital Asset Management, 7501 Wisconsin Avenue, Suite 500 West, Bethesda, Maryland 20814.

**[Signature Page Follows]**

EXECUTED this 4th day of February, 2014.

Wyatt Maxwell  
Wyatt Maxwell, Substitute Trustee

THE STATE OF TEXAS     §  
  §  
COUNTY OF DALLAS     §

BEFORE ME, the undersigned authority, on this day personally appeared Wyatt Maxwell, Substitute Trustee, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4th day of February, 2014.

Katherine W. Luck  
Notary Public in and for  
State of Texas



Printed Name of Notary: Katherine W. Luck  
My Commission Expires: 9/13/16

Return to:

Steven R. Smith, Esq.  
Perkins Coie  
2001 Ross Avenue, Suite 4225  
Dallas, Texas 75201



**SCHEDULE**

**Trademarks/Trademark Applications**

<b>TITLE</b>	<b>REG. NO./ APP. NO.</b>
SOLANA	1576767