

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323206

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	General Assignment and Assumption Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
5 Village Circle Holdings Limited Partnership		07/10/2014	LIMITED PARTNERSHIP: MARYLAND
RECEIVING PARTY DATA			
Name:	BRE Solana LLC		
Street Address:	c/o Blackstone Real Estate Advisors L.P.		
Internal Address:	345 Park Avenue, 42nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10154		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1576767	SOLANA	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	(212) 455-2895		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Samantha J. Himelman, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	010396/1431		
NAME OF SUBMITTER:	Samantha J. Himelman		
SIGNATURE:	/sjh/		
DATE SIGNED:	11/13/2014		
Total Attachments: 6			
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GENERAL ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is made by and between **5 Village Circle Holdings Limited Partnership**, a Maryland limited partnership, having an address c/o CWCapital Asset Management LLC, 7501 Wisconsin Avenue, Suite 500 West, Bethesda, Maryland 20814 ("**Assignor**"), and **BRE Solana LLC**, a Delaware limited liability company, having an address of c/o Blackstone Real Estate Advisors L.P., 345 Park Avenue, 42nd Floor, New York, New York 10154 ("**Assignee**").

WHEREAS, Assignor and Assignee entered into that certain Purchase and Sale Agreement ("**Agreement**") dated effective July 10, 2014, for the sale and purchase of certain "Property", consisting of certain "Real Property" (as more particularly described in **Exhibit A**), "Personal Property", and "Intangible Property" (as more particularly described in this Assignment and Assumption Agreement), as said terms are defined in the Agreement;

WHEREAS, Assignor desires to quitclaim unto Assignee all of Assignor's right, title and interest in and to the Intangible Property as hereinafter provided; and

WHEREAS, Assignee desires to assume the duties and obligations of Assignor with respect to the Intangible Property.

NOW, THEREFORE, in accordance with the Agreement and in consideration of the sum of Ten Dollars (\$10.00), the sufficiency and receipt of which are hereby acknowledged, the parties do hereby covenant and agree as follows and take the following actions:

1. Assignor does hereby quitclaim unto Assignee all of the Assignor's right, title and interest in and to the following property to the extent the same is transferable by Assignor (collectively, "**Intangible Property**"):

(a) any and all leases, tenancies, licenses and other rights of occupancy or use of or for any portion of the Real Property or the Personal Property (including all amendments, renewals, extensions and guaranties thereof), in effect as of the date of this Assignment and Assumption Agreement, as further described in **Exhibit B** (collectively, "**Leases**");

(b) any and all contracts and agreements of any kind for the management, repair, or operation of the Property (other than Leases and excluding any management, leasing or brokerage agreements and including contracts for vehicles used at the Property), to the extent assignable and in effect as of the date of this Assignment and Assumption Agreement, as further described in **Exhibit C** (collectively, "**Assumed Contracts**");

(c) Licenses and Permits, as defined in the Agreement, save and except that certain Local Alcoholic Beverage Permit issued on August 19, 2013 to Hospitality International, Inc., which shall not be assigned or assumed (collectively, "**Licenses and Permits**");

(d) any and all warranties, telephone exchange numbers, architectural or engineering plans and specifications, and development rights and all other intangible personal property that exist as of the date of this Assignment and Assumption Agreement and relate to the Real Property or the Personal

Property, as well as the following items as defined in the Agreement: General Intangibles Consumables, Books and Records, Plans and Specifications and Bookings (collectively, "**General Intangibles**");

(e) all rights to the name of the improvements upon the Real Property, if any ("**Name**");

(f) any and all utility deposits held on behalf of Seller by utility companies with respect to the Property to the extent Assignor received a credit from Assignee at Closing for any such deposits (collectively, "**Utility Deposits**"); and

(g) all claims, demands and causes of action arising from or related to any environmental injury to the Property that may have occurred or originated prior to the date of this instrument. "**Environmental Injury Claims**" mean any injury, damage or loss in value to the Property arising from any spill, leak or release of any hazardous waste, pollutant, oil or petroleum product, or other solid, liquid or gaseous substance that is currently or hereinafter listed, regulated or designated by any state or federal governmental agency as toxic, hazardous or harmful. Assignor makes no representations or warranties to Assignee as to the existence or viability of any such claims, demands or causes of action.

In addition, if and to the extent required by applicable law, Assignor does hereby quitclaim unto Assignee all of Assignor's right, title, and interest in and to any and all refundable tenant deposits (and required interest thereon, if any) in Assignor's possession with respect to the Leases and Assumed Contracts as of the date of this Assignment and Assumption Agreement (collectively, the "**Tenants' Deposits**"). "Intangible Property" means the Leases, Assumed Contracts, Permits, General Intangibles, Name, Utility Deposits, Environmental Injury Claims and, if and to the extent quitclaimed hereunder, Tenants' Deposits.

2. THE INTANGIBLE PROPERTY IS BEING QUITCLAIMED "AS IS", "WHERE IS", "WITH ALL FAULTS" AS OF THE DATE OF THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. ASSIGNOR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE INTANGIBLE PROPERTY OR ASSIGNOR'S TITLE THERETO. ASSIGNEE IS HEREBY THUS ACQUIRING THE INTANGIBLE PROPERTY BASED SOLELY UPON ASSIGNEE'S OWN INDEPENDENT INVESTIGATIONS AND INSPECTIONS OF THAT PROPERTY AND NOT IN RELIANCE UPON ANY INFORMATION PROVIDED BY ASSIGNOR OR ASSIGNOR'S AGENTS OR CONTRACTORS.

3. Assignee hereby accepts the foregoing assignment of the Intangible Property and hereby assumes all duties and obligations of Assignor with respect to (a) the Intangible Property for the period on and after the date of this Assignment and Assumption Agreement, and (b) any and all refundable deposits paid by tenants and contractors (and required interest on those deposits, if any) under the Leases and Assumed Contracts as of the date hereof, whether Assignee has received those deposits or interest or a credit therefore at Closing or not. Assignee shall defend, indemnify and hold harmless Assignor from and against any and all "Claims" asserted against or incurred by Assignor in connection with (a) any acts or omissions, on or after the date of this Assignment and Assumption Agreement, with respect to the Intangible Property, other than those "Claims" arising as a result of Assignor's fraud or willful malfeasance, and/or (b) the deposits and interest assumed by Assignee hereunder. "**Claims**" means claims, demands, causes of action, losses, damages, liabilities, judgments, costs and expenses (including attorneys' fees, whether suit is instituted or not).

4. This Assignment and Assumption Agreement shall be (a) binding upon, and inure to the benefit of, the parties to this Assignment and Assumption Agreement and their respective heirs, legal representatives, successors and assigns, and (b) construed in accordance with the laws of the jurisdiction in which the Real Property is located, without regard to the application of choice of law principles, except to the extent such laws are superseded by federal law.

5. Assignor and Assignee acknowledge that this Assignment and Assumption Agreement is for the sole benefit of Assignor and Assignee and shall not create any third-party beneficiary rights for the benefit of any other person or entity.

6. This Assignment and Assumption Agreement may be executed in multiple counterparts. Each counterpart together constitutes only one Agreement, but each counterpart is considered an original.

[Signature Pages Follow]

IN WITNESS WHEREOF, Assignor has signed and delivered this Assignment and Assumption Agreement as of the _____ day of August, 2014.

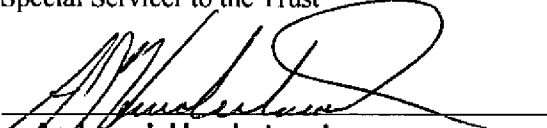
ASSIGNOR:

5 Village Circle Holdings Limited Partnership,
a Maryland limited partnership

By: 5 Village Circle General Partner Holdings, LLC,
a Maryland limited liability company, its general partner

By: U.S. Bank National Association, successor to
LaSalle Bank National Association, as Trustee
for the Registered Holders of Banc of America
Commercial Mortgage Inc., Commercial
Mortgage Pass-Through Certificates, Series
2007-1 (the "Trust"), its Sole Member/Manager

By: CWCapital Asset Management LLC, a Delaware
limited liability company, solely in its capacity as
Special Servicer to the Trust

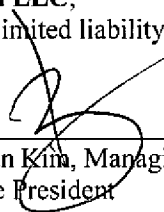
By: 
Name: Andrew J. Hundertmark
Title: Managing Director

IN WITNESS WHEREOF, Assignee has signed and delivered this Assignment and Assumption Agreement as of the ____ day of August, 2014.

ASSIGNEE:

BRE Solana LLC,
a Delaware limited liability company

By:



Brian Kim, Managing Director and
Vice President

SCHEDULE

Trademarks/Trademark Applications

TITLE	REG. NO./ APP. NO.
SOLANA	1576767