

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352048

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shelter Bay Retail Group, Inc.		07/31/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Jones Lang Lasalle Americas, Inc.		
Street Address:	200 E. Randolph Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1952793	SHELTER BAY	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	2127352811		
Email:	mribando@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom		
Address Line 1:	Four Times Square		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	325910.96		
NAME OF SUBMITTER:	Monique L. Ribando		
SIGNATURE:	/Monique L. Ribando/		
DATE SIGNED:	08/20/2015		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment"), dated as of July 21, 2015, is made by SHELTER BAY RETAIL GROUP, INC., a California corporation ("Seller"), in favor of JONES LANG LASALLE AMERICAS, INC., a Maryland corporation ("Purchaser"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement dated as of July 15, 2015 by and among Purchaser, Seller, and Stephen M. Robertson and Sondra Van Metre, Owners of Seller, (the "Purchase Agreement") (capitalized terms not otherwise defined herein shall have the meanings set forth in the Purchase Agreement).

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Purchaser, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Purchaser or one of its affiliates, and Purchaser hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned Trademark"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark:

(a) the trademarks set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Actions. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to

ensure that the Assigned Trademark is properly assigned to Purchaser, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademark are incorporated herein by reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first above written.

SHELTER BAY RETAIL GROUP, INC.,
as Seller

By: _____

Name: Sondra Van Metre
Title: President

Address for Notices:
Shelter Bay Retail Group, Inc.
655 Redwood Highway, Suite 177
Mill Valley, CA 95941
Attn: Stephen M. Robertson and Sondra
Van Metre
Fax: (415) 388-4480

AGREED TO AND ACCEPTED:

JONES LANG LASALLE AMERICAS, INC.,
as Purchaser

By: _____

Name: Elizabeth Hearle
Title: Executive Vice President

Address for Notices:

Jones Lang LaSalle Americas, Inc.
200 E. Randolph Drive
Chicago, IL 60601
Attn: General Counsel
Fax: (312) 228-2277

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first above written.

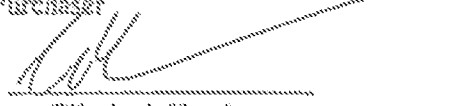
SHELTER BAY RETAIL GROUP, INC.,
as Seller

By: _____
Name:
Title:

Address for Notices:
Shelter Bay Retail Group, Inc.
655 Redwood Highway, Suite 177
Mill Valley, CA 95941
Attn: Stephen M. Robertson and Sondra
Van Metre
Fax: (415) 388-4480

AGREED TO AND ACCEPTED:

JONES LANG LASALLE AMERICAS, INC.,
as Purchaser

By:  _____
Name: Elizabeth Hearle
Title: Executive Vice President

Address for Notices:

Jones Lang LaSalle Americas, Inc.
200 E. Randolph Drive
Chicago, IL 60601
Attn: General Counsel
Fax: (312) 228-2277

SCHEDULE 1

ASSIGNED TRADEMARKS

SHELTER BAY (Word Mark)

Registered: US Trademark Registration No. 1952793, registered on January 30, 1996.

Renewal Date: January 30, 2016.

Class: Class 36, retail real estate property and asset management service for others.

Domain name: <http://shelterbay.com/>

Registry Domain ID: 1734100_DOMAIN_COM-VRSN