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#### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SUN COMMUNITIES OPERATING LIMITED PARTNERSHIP		05/12/2023	Limited Partnership:

#### **RECEIVING PARTY DATA**

Name:	SUN IP LLC
Street Address:	27777 Franklin Rd., Ste. 300
City:	Southfield
State/Country:	MICHIGAN
Postal Code:	48034
Entity Type:	Limited Liability Company: MICHIGAN

#### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	4417881	SUN RV RESORTS
Registration Number:	4417882	SUN RV RESORTS
Registration Number:	4962712	SUN SUN COMMUNITIES, INC.
Registration Number:	5237862	SUN HOMES

#### **CORRESPONDENCE DATA**

**Fax Number:** 2483513082

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.

**Phone:** 248-351-3000

Email: trademark-detroit@taftlaw.com

Correspondent Name: Amanda H. Wilcox

Address Line 1: 27777 Franklin Rd., Ste. 2500
Address Line 4: Southfield, MICHIGAN 48034

NAME OF SUBMITTER:	Amanda H. Wilcox
SIGNATURE:	/Amanda H. Wilcox/
DATE SIGNED:	05/25/2023

**Total Attachments: 4** 

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#### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "<u>Assignment</u>"), effective as of the last date below written, is made by and between **SUN COMMUNITIES OPERATING LIMITED PARTNERSHIP**, a Michigan limited partnership ("<u>Assignor</u>") and **SUN IP LLC**, a Michigan limited liability company, located at 27777 Franklin Rd., Suite 300, Southfield, Michigan 48034 ("<u>Assignee</u>").

#### RECITALS:

- A. Assignor is the owner of record of the Trademark applications and registrations listed on Exhibit A (the "Trademarks").
- B. Assignee desires to acquire all of Assignor's entire right, title, and interest in and to the Trademarks, together with whatever goodwill is associated with the Trademarks.
- C. Assignor desires to transfer to Assignee all of Assignor's rights in the Trademarks.

#### AGREEMENTS:

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

- 1. Assignor does hereby sell, assign, transfer, convey and set over unto Assignee all rights, title, and interest in and to the Trademarks, together with all other goodwill associated with the Trademarks, including, but not limited to, any and all rights to register and to renew the Trademarks, together with all rights to sue and recover for past, present and future infringement thereof, to have and to hold forever for the sole and exclusive use and benefit of Assignee.
- 2. As a result of this Assignment, the Trademarks are to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its heirs, successors, assigns, and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment, sale, conveyance, and transfer had not been made.
- 3. Assignor further covenants and agrees that it shall, at any time, upon Assignee's request, testify in any legal proceeding, execute and deliver any agreement, document, certificate or instrument and generally do all that is possible or that may be necessary or desirable to perfect the title to the Trademarks in Assignee, its heirs, successors, assigns or other legal representatives.
- 4. If applicable, Assignor hereby authorizes and requests the United States Patent and Trademarks Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Trademarks. Assignor agrees to cooperate to sign and deliver to Assignee any further assignment documents reasonably requested by Assignee to effectuate the assignment of the Trademarks to Assignee.

- 5. This Assignment constitutes the entire understanding between the parties with respect to the subject matter of this Assignment and supersedes any prior discussions, negotiations, agreements and understandings.
- 6. This Assignment shall be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, without regard to any conflict of law provisions.
- 7. This Assignment may be executed in one or more counterparts, each of which will be deemed an original agreement, but all of which will be considered one instrument and will become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other. A facsimile of this document bearing a party's signature or a printed copy of the original, signed document scanned in .pdf or .tiff format shall have the same legal force and effect as an original of such signature and shall be treated as an original document for evidentiary purposes.
- 8. The parties represent that they have carefully read this Assignment and have had an opportunity to consult with an attorney. The parties affirmatively state that they understand the contents of this Assignment, and sign this Assignment as their free act and deed.

[Signatures on the following page]

#### [Signature Page Trademark Assignment]

**IN WITNESS WHEREOF**, Assignor has caused this Trademark Assignment to be executed as of the date set forth below.

ASSIGNOR: SUN COMMUNITIES OPERATING LIMITED PARTNERSHIP

By: Sun Communities, Inc., a Maryland

a Michigan limited partnership

corporation, General Partner
By: Brue Hulen
By:
Bruce Thelen
Print Name:
Coo Title:
5/12/2023 Dated:

#### ASSIGNMENT ACCEPTED:

### ASSIGNEE: SUN IP LLC

a Michigan limited liability company

By: Sun Home Services, Inc.
a Michigan corporation, Sole Member
By: Ena then
Bruce Thelen Print Name:
Title:
5/12/2023 Dated:

## EXHIBIT A TRADEMARKS

#### **UNITED STATES:**

MARK	REGISTRATION NUMBER	REGISTRATION DATE	CLASS(ES)
Suns Suns RV RESORTS	4417881	October 15, 2013	IC 035, 043
Sun s	4417882	October 15, 2013	IC 035, 043
SUN COMMUNITIES, INC.	4962712	May 24, 2016	IC 035, 036, 043
± sunhomes	5237862	July 4, 2017	IC 035, 036

#### **CANADA:**

MARK	REGISTRATION NUMBER	REGISTRATION DATE	CLASS(ES)
Sun PRESORTS	TMA1052703	September 5, 2019	IC 035, 043
Suns RV RESORTS	TMA1065520	December 6, 2019	IC 035, 043
SUN COMMUNITIES, INC.	TMA1020279	April 29, 2019	IC 035, 036, 043
± sunhomes	TMA1021340	May 13, 2019	IC 035, 036

TRADEMARK REEL: 008084 FRAME: 0118

**RECORDED: 05/25/2023**