

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-------------------------------------|--|--|-------------------------------------|
| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Apollo Real Estate Acquisition, LLC | | 03/06/2011 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | AREA Management Holdings, LLC | | |
| Street Address: | 60 Columbus Circle, 20th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10023 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3800046 | AREA | |
| Registration Number: | 3815048 | AREA PROPERTY PARTNERS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (949)760-9502 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 310-551-3450 | | |
| Email: | efiling@kmob.com | | |
| Correspondent Name: | Jonathan A. Hyman | | |
| Address Line 1: | 2040 Main Street, 14th Floor | | |
| Address Line 2: | c/o Knobbe Martens Olson & Bear LLP | | |
| Address Line 4: | Irvine, CALIFORNIA 92614 | | |
| ATTORNEY DOCKET NUMBER: | AMH.003GEN | | |
| NAME OF SUBMITTER: | Jonathan A. Hyman | | |
| Signature: | /jhh/ | | |

OP \$65.00 3800046

Date:

04/08/2011

Total Attachments: 7

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TRADEMARK AND DOMAIN NAME ASSIGNMENT

This **TRADEMARK AND DOMAIN NAME ASSIGNMENT** (this "Assignment"), dated as of March 6, 2011 (the "Effective Date"), is entered into by and among Apollo Real Estate Acquisition, LLC, a Delaware limited liability company ("AREAcq"), Apollo Real Estate Advisors, L.P., a Delaware limited partnership (together with AREAcq, "Assignors") and AREA Management Holdings, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignors and Assignee are parties to that certain Contribution and Exchange and Distribution Agreement, dated as of the date hereof, by and among Assignors, Assignee, AP Management Holdco, LLC, AREA International Management, Inc., the Founders (as defined therein) and the other parties thereto (the "Contribution and Exchange and Distribution Agreement"), pursuant to which Assignors have agreed to sell, assign, transfer and deliver to Assignee, and Assignee has agreed to purchase and accept from Assignors, (i) the trademark registrations and trademark applications listed on Schedule A hereto, including all associated goodwill (the "Marks") and (ii) the Internet domain names listed on Schedule B hereto (the "Domain Names"); and

WHEREAS, Assignors desire to sell, transfer, convey, assign and deliver to Assignee, and Assignee desires to acquire, all of each Assignor's right, title and interest in and to the Marks and Domain Names.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors do hereby sell, transfer, convey, assign, and deliver to Assignee, and Assignee does hereby purchase, accept and acquire from Assignors, all of the right, title and interest in and to the Marks and the Domain Names for the United States and for all other jurisdictions, including, without limitation, all common law rights therein, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or of any other jurisdiction, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, together with all goodwill associated therewith, and income, royalties or payments due or payable, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks or the Domain Names, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignors authorize and request the Commissioner of Patents and Trademarks (and, with respect to any equivalent foreign rights, any other appropriate foreign or international office or registrar) to record Assignee as owner of the Marks and as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignors shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples,

exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; effectuating the transfer of the Domain Names with the registrar of the Domain Names from Assignors to Assignee, and distributing copies of the completed and receipted registrar transfer documents to the parties to this Assignment; and the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

This Assignment, the legal relations between the parties and the adjudication and the enforcement thereof, shall be governed by and interpreted and construed in accordance with the substantive laws of the State of New York without regard to applicable choice of law provisions thereof (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law). The parties hereto agree that any action, suit or proceeding arising out of or relating to this Assignment shall be brought solely in any federal court located in the City of New York, or in the event such court lacks jurisdiction, in the state court of the state of New York located in the City of New York, and each party hereto irrevocably submits to the jurisdiction of each of those courts.

This Assignment is made as part of the Contribution and Exchange and Distribution Agreement and is effective as of the Effective Date.

* * * * *

[Signature Page Follows]

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNORS:

APOLLO REAL ESTATE ACQUISITION,
LLC

By: 
Name: **Keith Kooper**
Title: **Authorized Representative**

APOLLO REAL ESTATE ADVISORS, L.P.

By: _____
Name:
Title:

ASSIGNEE:

AREA MANAGEMENT HOLDINGS, LLC

By: 
Name: **Keith Kooper**
Title: **Authorized Representative**


IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNORS:

APOLLO REAL ESTATE ACQUISITION,
LLC

By: _____
Name:
Title:

APOLLO REAL ESTATE ADVISORS, L.P.

By:  _____
Name: William Mack
Title:

ASSIGNEE:

AREA MANAGEMENT HOLDINGS, LLC

By: _____
Name:
Title:


Trademark and Domain Name Assignment

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

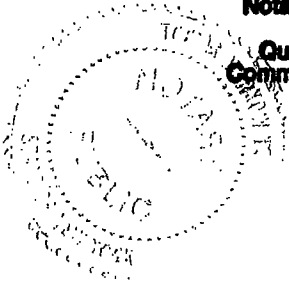
On March 6, 2011, before me, Tobias Markowitz, a Notary Public, personally appeared Keith Kooper, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

TOBIAS MARKOWITZ
Notary Public, State of New York
No. 01MA8004980
Qualified in New York County
Commission Expires June 15, 2014



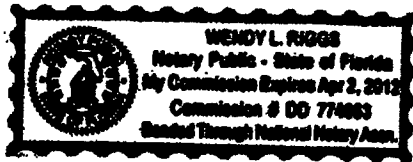
STATE OF FLORIDA)
) ss
COUNTY OF PALM BEACH)

On March 5, 2011, before me, Wendy L. Riggs, a Notary Public, personally appeared **WILLIAM MACK**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(NOTARIAL SEAL)



Notary: Wendy L. Riggs
Print Name: Wendy L. Riggs
Notary Public, State of Florida at Large
My Commission Expires: April 2, 2012

SCHEDULE A

TRADEMARKS

| Jurisdiction | Mark | Reg. No. | Reg. Date | Record Owner |
|---------------------|------------------------|-----------------|------------------|------------------------------------|
| United States | AREA | 3,800,046 | 6/8/2010 | Apollo Real Estate Acquisition LLC |
| United States | AREA Property Partners | 3,815,048 | 7/6/2010 | Apollo Real Estate Acquisition LLC |
| United Kingdom | Apollo and Design | 2485107 | 6/8/2010 | Apollo Real Estate Acquisition LLC |
| United Kingdom | Apollo | 2485108 | 12/12/2008 | Apollo Real Estate Acquisition LLC |
| United Kingdom | AREA Property Partners | 2486163 | 12/12/2008 | Apollo Real Estate Acquisition LLC |
| European Community | AREA | 6700512 | 11/24/2009 | Apollo Real Estate Acquisition LLC |
| Russia | AREA | 395844 | 12/9/2009 | Apollo Real Estate Acquisition LLC |
| Ukraine | AREA Property Partners | 122452 | 5/11/2010 | Apollo Real Estate Acquisition LLC |