

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Interest Assignment Agreement (Trademarks)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lehman Commercial Paper Inc., as the current Administrative Agent		03/31/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as the successor Administrative Agent
Street Address:	901 Main Street
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202-3714
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2527794	ARCHSTONE
Registration Number:	2517934	ARCHSTONE
Registration Number:	2404538	AMERITON
Registration Number:	2418174	AMERITON
Registration Number:	2850512	ARCHSTONE-SMITH
Registration Number:	2638119	ADDRESSING THE WAY YOU WANT TO LIVE
Registration Number:	2781399	CALIBER SPORTS CLUB
Registration Number:	2809813	CLICK! CAFE COFFEE.COMPUTERS.CHAT
Registration Number:	3086908	GREAT APARTMENTS. GREAT SERVICE. GUARANTEED.
Registration Number:	2865585	LIVE WELL
Registration Number:	2509168	READY-SET-GO...
Registration Number:	2400817	SEAL OF SERVICE
Registration Number:	2846082	THIS IS YOUR HOME. WE WANT YOU TO BE HAPPY.

CH \$340.00 2527794

CORRESPONDENCE DATA

Fax Number: (212)836-6337
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2128367319
Email: psomelofske@kayescholer.com
Correspondent Name: Paul J. Somelofske c/o Kaye Scholer LLP
Address Line 1: 425 Park Avenue
Address Line 2: 16-06
Address Line 4: New York, NEW YORK 10022-3895

ATTORNEY DOCKET NUMBER:	03191-0133
NAME OF SUBMITTER:	Paul J. Somelofske
Signature:	/Paul J. Somelofske/
Date:	04/02/2009

Total Attachments: 6

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**SECURITY INTEREST ASSIGNMENT AGREEMENT
(TRADEMARKS)**

THIS SECURITY INTEREST ASSIGNMENT AGREEMENT (TRADEMARKS) (this "Agreement") is made and entered into as of this 31st day of March, 2009, by LEHMAN COMMERCIAL PAPER INC., as the current Administrative Agent (in such capacity, "Assignor"), in favor of BANK OF AMERICA, N.A., as the successor Administrative Agent (in such capacity, "Assignee").

W I T N E S S E T H

WHEREAS, Assignor is party to (i) the Guarantee and Collateral Agreement, dated as of October 5, 2007 (as amended or otherwise modified to date, the "Security Agreement"), among Archstone-Smith Operating Trust (n/k/a Archstone) (the "Borrower"), Tishman Speyer Archstone-Smith Multifamily Series I Trust (n/k/a Archstone Multifamily Series I Trust) ("Holdings"), and together with the Borrower, each a "Grantor" and collectively, the "Grantors"), certain other affiliates of the Borrower party thereto, as grantors, and Assignor and (ii) the Grant of Security Interest in Trademarks, dated as of October 5, 2007 (the "Trademark Security Agreement"), among the Grantors, the Trustee of the Archstone-Smith Operating Trust (n/k/a Archstone) and Assignor, which was recorded with the United States Patent and Trademark Office on January 10, 2008, on reel 003693 frame 0455;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, each Grantor has granted to Assignor a security interest in, and lien on, all of its right, title and interest in and to certain Collateral, including without limitation the Trademarks of such Grantor described on Schedule I annexed hereto and made a part hereof (the "Trademark Collateral");

WHEREAS, on the date hereof, the Assignee, the Grantors and certain other affiliates of the Borrower party thereto, as grantors, are entering into an Amended and Restated Guarantee and Collateral Agreement (the "Amended Security Agreement"), which, among other things, amends and restates the Security Agreement and grants to Assignee a security interest in, and lien on, all of each Grantor's right, title and interest in and to, among other things, the Trademark Collateral, and

WHEREAS, in connection therewith, Assignor desires to assign to Assignee all of its right, title, interest and powers under the Security Agreement and the Trademark Security Agreement, including, without limitation, its security interest in, and lien on, the Trademark Collateral, and Assignee desires to accept and assume all of such right, title, interest, powers, security interests and liens;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement.

2. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee all right, title and interest of Assignor in the Trademark Collateral, and Assignee does hereby accept and assume all of such right, title and interest.

3. Acknowledgment of Grantors. Each of the Grantors hereby (i) confirms its grant to Assignee of a security interest in, and lien on, the Trademark Collateral to secure the prompt payment and performance of the Obligations and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in, and lien on, the Trademark Collateral are more fully set forth in the Amended Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

5. Further Assurances. Assignor agrees perform all reasonable and proper additional acts and to execute and deliver such further documentation as may be reasonably deemed necessary or desirable by the Assignee to carry out the provisions and purposes of this Agreement and to preserve and perfect the liens and security interests.

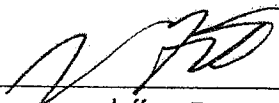
6. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

ASSIGNOR:

LEHMAN COMMERCIAL PAPER INC.,
as current Administrative Agent

By: 
Name: Jeffrey Fitts
Title: Authorized Signatory

ASSIGNEE:

BANK OF AMERICA, N.A., as successor
Administrative Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

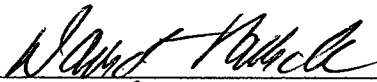
ASSIGNOR:

LEHMAN COMMERCIAL PAPER INC.,
as current Administrative Agent

By: _____
Name: _____
Title: _____


ASSIGNEE:

BANK OF AMERICA, N.A., as successor
Administrative Agent


By: 
Name: David Patrick
Title: Managing Director

ACKNOWLEDGED AND AGREED:

ARCHSTONE (f/k/a Archstone-Smith Operating Trust)

By: 
Name: Rick D. Jacobsen
Title: Executive Vice President
Financial Operations & Accounting

ARCHSTONE MULTIFAMILY SERIES I TRUST
(f/k/a Tishman Speyer Archstone-Smith Multifamily Series I Trust)

By: 
Name: Rick D. Jacobsen
Title: Executive Vice President
Financial Operations & Accounting

SCHEDULE I

TRADEMARK COLLATERAL

Mark	Registration No.	Registered
ARCHSTONE	2,527,794	January 8, 2002
ARCHSTONE	2,517,934	December 11, 2001
AMERITON	2,404,538	November 14, 2000
AMERITON	2,418,174	January 2, 2001
ARCHSTONE-SMITH	2,850,512	June 8, 2004
ADDRESSING THE WAY YOU WANT TO LIVE	2,638,119	October 22, 2002
CALIBER SPORTS CLUB	2,781,399	November 11, 2003
CLICK! CAFÉ COFFEE.COMPUTERS.CHAT	2,809,813	February 3, 2004
GREAT APARTMENTS, GREAT SERVICE. GUARANTEED.	3,086,908	April 25, 2006
LIVE WELL	2,865,585	July 20, 2004
READY-SET-GO...	2,509,168	November 20, 2001
SEAL OF SERVICE	2,400,817	October 31, 2000
THIS IS YOUR HOME; WE WANT YOU TO BE HAPPY.	2,846,082	May 25, 2004