

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|---|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE BY SECURED PARTY | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Bank of America, N.A. | | 10/23/2009 | National Banking Association: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Sunrise Senior Living, Inc. | | |
| Street Address: | 7900 Westpark Drive | | |
| Internal Address: | Suite T-900 | | |
| City: | McLean | | |
| State/Country: | VIRGINIA | | |
| Postal Code: | 22102 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2498086 | THE FOUNTAINS | |
| Registration Number: | 2871243 | THE BEST MOVE FOR YOUR LIFE | |
| Registration Number: | 2967111 | WE'RE CREATING EXTRAORDINARY COMMUNITIES WHERE PEOPLE CHOOSE TO BE. | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (212)556-2222 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 212-556-2100 | | |
| Email: | nytrademarks@kslaw.com | | |
| Correspondent Name: | Keith E. Sharkin | | |
| Address Line 1: | 1185 Avenue of the Americas | | |
| Address Line 2: | King & Spalding LLP | | |
| Address Line 4: | New York, NEW YORK 10036 | | |
| ATTORNEY DOCKET NUMBER: | 05241.230001 | | |

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| NAME OF SUBMITTER: | Keith E. Sharkin |
| Signature: | /Keith E. Sharkin/ |
| Date: | 10/28/2009 |
| Total Attachments: 3 source=Release of Security Interest#page1.tif source=Release of Security Interest#page2.tif source=Release of Security Interest#page3.tif | |

RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST, dated as of October 23, 2009, by BANK OF AMERICA, N.A., a national association ("Agent"), in its capacity as administrative agent for the "Lenders" that are parties to a Credit Agreement dated December 2, 2005, as amended, in favor of SUNRISE SENIOR LIVING, INC. ("SSL").

WITNESSETH:

WHEREAS, pursuant to a Security Agreement executed by SSL dated to be effective as of March 13, 2008, SSL granted the Agent for the benefit of the Lenders a security interest with respect to the trademarks identified in Exhibit A to such Security Agreement, which security interest was recorded in the United States Patent and Trademark Office on January 23, 2009, at Reel/Frame number 3924/0322; and

WHEREAS, the Agent wishes to release the security interest granted in the Security Agreement with respect to only the trademarks specifically identified and referred to on Schedule I hereto (collectively, the "*Released Trademark Collateral*").

WHEREAS, the Agent does not intend to release the security interest granted in the Security Agreement with respect to any other trademarks listed on Exhibit A to such Security Agreement, other than the three trademarks constituting the Released Trademark Collateral.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. **Release of Security Interest in Trademark Collateral.** The Agent hereby releases and discharges in full the security interest granted to the Agent in all of SSL's right, title and interest in, to and under the Released Trademark Collateral, whether existing at the time of the Security Agreement or created or acquired thereafter; saving and excepting however all security interest held by the Agent in all other trademarks and collateral scheduled on Exhibit A to the Security Agreement. For the avoidance of doubt, the Agent is only releasing its security interest and liens in and to the Released Trademark Collateral.

[signature page follows]

IN WITNESS WHEREOF, Bank of America has caused this Release of Trademark Security Interest to be duly executed by its officer thereunto duly authorized as of the 23rd day of October, 2009.

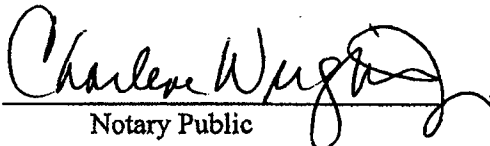
BANK OF AMERICA, N.A.,
Administrative Agent For The Lenders That
Are Parties To A Credit Agreement Dated
December 2, 2005, As Amended

By: 

Name: George S. Carey
Assistant Vice President
Title: _____


STATE OF Illinois)
COUNTY OF Cook) SS.:

On this 22nd day of October, 2009, before me personally appeared George S. Carey, the Assistant Vice President of BANK OF AMERICA, N.A. ("Agent"), the national banking association described herein, acting in its capacity as Administrative Agent for the Lenders parties to a Credit Agreement dated December 2, 2005, as amended, which executed the above instrument; and that she/he acknowledges the instrument to be the free deed and act of said Agent for the purposes therein set forth and intending that this instrument be recorded.


Notary Public



SCHEDULE A

| Country | Trademark | Serial No. | Filing Date | Registration Date | Registration Number |
|---------------|--|------------|-----------------|-------------------|---------------------|
| United States | <p align="center">THE FOUNTAINS and Design</p>  <p align="center">THE FOUNTAINS</p> | 76/101,052 | August 2, 2000 | October 16, 2001 | 2,498,086 |
| United States | <p align="center">THE BEST MOVE FOR YOUR LIFE</p> | 76/538,612 | August 20, 2003 | August 10, 2004 | 2,871,243 |
| United States | <p align="center">WE'RE CREATING EXTRAORDINARY COMMUNITIES WHERE PEOPLE CHOOSE TO BE</p> | 78/430,698 | June 7, 2004 | July 12, 2005 | 2,967,111 |