

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	06/30/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Sunrise Senior Living, Inc.		10/26/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Sunrise IV Senior Living Holdings, LLC
Street Address:	75 Fourteenth Street
Internal Address:	24th Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30309
Entity Type:	LIMITED LIABILITY COMPANY: 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  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (212)556-2100  
 Email: nytrademarks@kslaw.com  
 Correspondent Name: Keith E. Sharkin  
 Address Line 1: King & Spalding LLP  
 Address Line 2: 1185 Avenue of the Americas  
 Address Line 4: New York, NEW YORK 10036

**900147489**

**TRADEMARK  
 REEL: 004095 FRAME: 0213**

**CH \$90.00 2498086**

ATTORNEY DOCKET NUMBER:	05241.230001
NAME OF SUBMITTER:	Keith E. Sharkin
Signature:	/Keith E. Sharkin/
Date:	11/12/2009
Total Attachments: 6 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif source=Trademark Assignment#page5.tif source=Trademark Assignment#page6.tif	

**NUNC PRO TUNC TRADEMARK ASSIGNMENT**

THIS NUNC PRO TUNC TRADEMARK ASSIGNMENT (this "Assignment") is dated as of October 26, 2009, by and between Sunrise Senior Living, Inc., a Delaware corporation having its principal place of business at 7900 Westpark Drive, Suite T-900, McLean, Virginia 22102 ("Assignor"), and Sunrise IV Senior Living Holdings, LLC, a Delaware limited liability company having its principal place of business at 75 Fourteenth Street, 24th Floor, Atlanta, GA 30309 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Settlement Agreement dated as of October 26, 2009, by and among Sunrise Senior Living Investments, Inc., Sunrise Senior Living Management, Inc., Assignor, US Senior Living Investments, LLC, and Assignee (the "Agreement"), pursuant to which Assignee is to acquire certain intellectual property assets of Assignor as described in the Agreement;

WHEREAS, as set forth in the Agreement, Assignor is the owner of the United States trademarks as set forth on Exhibit A attached hereto and made a part hereof, together with the goodwill of the business symbolized by each such trademark and the registrations therefor (hereinafter the "Trademarks"), which it desires to assign to Assignee;

WHEREAS, Assignee desires to accept such assignment of the Trademarks, including the goodwill of the business symbolized by such Trademarks.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Assignment and other good and valuable consideration, including the consideration set forth in the Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Trademarks. Assignor does hereby assign, transfer, and convey to Assignee, effective as of June 30, 2005, all of Assignor's right, title, and interest in and to the Trademarks, including the registrations therefor, and all common law rights and rights governed by foreign jurisdictions therein, together with the goodwill of the business symbolized thereby, and including (without limitation) Assignor's right to sue for and seek remedies against past, present, and future infringements of the Trademarks, if any, and the right to sue for and seek rights of priority and protection of interests therein under the laws of any jurisdiction worldwide.

2. Subject to Existing License Agreements. This Assignment is subject to the rights of the licensees pursuant to, and the terms and conditions of, (a) that certain Trademark License Agreement dated as of July 1, 2005 by and between Assignor and The Fountains at Logan Square, L.L.C., (b) that certain Trademark License Agreement dated as of July 1, 2005 by and between Assignor and The Fountains Operating Company (NY), Inc, (c) that certain Trademark License Agreement dated as of October 26 2009 by and between Assignor and Sunrise Corby Place SL, LLC and (d) that certain Trademark License Agreement dated as of October 26 2009 by and between Assignor and Sunrise Cedar Parke SL, LLC.

3. Further Assurances. Assignor agrees that it will execute and deliver, upon the request of Assignee, such additional documents as are reasonably necessary to complete the timely transfer of the Trademarks or to vest in Assignee good title, as and to the extent required under the Agreement, in and to the Trademarks.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the United States of America and of the State of Delaware.

5. Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge or modify any of the obligations, agreements, covenants or warranties of Assignor or Assignee contained in the Agreement. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern and control. Assignor makes this Assignment without any representation, warranty or recourse whatsoever except as otherwise expressly set forth in the Agreement, but subject to the conditions and limitations set forth in the Agreement.


6. Successors and Assigns. This Assignment shall inure to the benefit of and be binding on the successors and assigns of both parties.

7. Counterparts. This Assignment may be executed and delivered via facsimile (or other electronic transmission) and/or in any number of counterparts with the same effect as if all of the parties signed the same document. All counterparts shall be construed together and shall constitute one agreement.

*[signatures on next page]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first above written, but effective as of June 30, 2005.

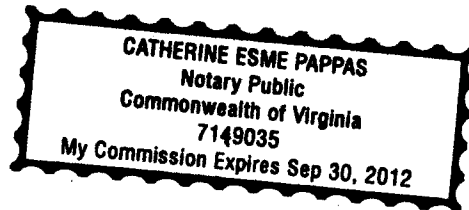
SUNRISE SENIOR LIVING, INC.,  
a Delaware corporation

By:   
Name: D. Gregory Neeb  
Title: Chief Investment Officer  
Address: 7900 Westpark Drive, Suite T-900  
McLean, Virginia 22102

*Commonwealth*  
STATE OF Virginia  
COUNTY OF Fairfax

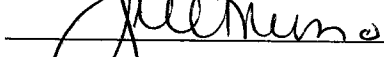
On this 20<sup>th</sup> day of October 2009, before me, a Notary Public in and for the State and County foresaid, personally appeared D. Gregory Neeb, known by me to be the person above named and an officer of Sunrise Senior Living, Inc., who is duly authorized to execute this Assignment on behalf of Sunrise Senior Living, Inc., and who signed and executed the foregoing instrument on behalf of Sunrise Senior Living, Inc.

Notary Public: Catherine Esme Pappas  
My Commission Expires: 9/30/2012



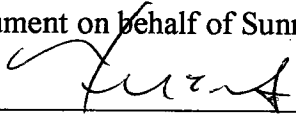
SUNRISE IV SENIOR LIVING HOLDINGS, LLC,  
a Delaware limited liability company

By: By: US Senior Living Investments, LLC,  
a Delaware limited liability company,  
its sole Member

By:   
Name: Jill A. Russo  
Title: Vice President  
Address: c/o Arcapita, Inc.  
75 Fourteenth Street, 24th Floor  
Atlanta, GA 30309


STATE OF NEW YORK  
COUNTY OF NEW YORK

On this 19th day of October 2009, before me, a Notary Public in and for the State and County  
foresaid, personally appeared Jill A. Russo, known by me to be the person above named and an  
officer of US Senior Living Investments, LLC, who is duly authorized to execute this  
Assignment on behalf of Sunrise IV Senior Living Holdings, LLC and who signed and executed  
the foregoing instrument on behalf of Sunrise IV Senior Living Holdings, LLC.

Notary Public:   
My Commission Expires: \_\_\_\_\_

FRANK B. BILOTTA  
NOTARY PUBLIC, State of New York  
No. 02B15074374  
Qualified in New York County  
Commission Expires March 10, 2011

**EXHIBIT A**

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