

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Second Lien Trademark Security Agreement	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Archstone Communities LLC		12/02/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as administrative agent		
<b>Street Address:</b>	901 Main Street		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75202-3714		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3791344	D TAILS PET SALON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)836-6337		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-836-7319		
<b>Email:</b>	psomelofske@kayescholer.com		
<b>Correspondent Name:</b>	Paul J. Somelofske c/o Kaye Scholer LLP		
<b>Address Line 1:</b>	425 Park Avenue		
<b>Address Line 2:</b>	16-06		
<b>Address Line 4:</b>	New York, NEW YORK 10022-3598		
<b>ATTORNEY DOCKET NUMBER:</b>	03191-0133		
<b>NAME OF SUBMITTER:</b>	Paul J. Somelofske		
<b>Signature:</b>	/Paul J. Somelofske/		

900178357

**TRADEMARK**  
**REEL: 004428 FRAME: 0781**

CH \$40.00 3791344

Date:

12/09/2010

**Total Attachments: 5**

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## Second Lien Trademark Security Agreement

**Second Lien Trademark Security Agreement**, dated as of December 2, 2010 (this "Trademark Security Agreement"), by ARCHSTONE COMMUNITIES LLC ("Pledgor"), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

### WITNESSETH:

WHEREAS, Pledgor is party to a certain Second Amended and Restated Second Lien Guarantee and Collateral Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") in favor of the Administrative Agent pursuant to which Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of Pledgor:

- (a) Trademarks listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Guarantee and Collateral Agreement, the Administrative Agent shall execute, acknowledge, and deliver to Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ARCHSTONE COMMUNITIES LLC

By:   
Name: \_\_\_\_\_  
Title:

**Rick D. Jacobsen  
Executive Vice President  
Financial Operations & Accounting**

Accepted and Agreed:

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

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Second Lien Trademark Security Agreement]

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

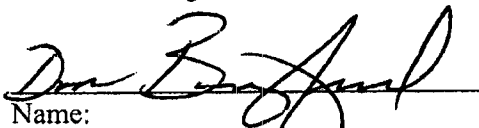
Very truly yours,

ARCHSTONE COMMUNITIES LLC

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed:

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

By:   
Name:  
Title: Donald R. Benningfield  
Managing Director

[Signature Page to Second Lien Trademark Security Agreement]

**SCHEDULE I**  
**to**  
**SECOND LIEN TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
Archstone Communities LLC	3,791,344	D'Tails Pet Salon and Design