

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Atria Senior Living Group, Inc.		05/12/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Atria Senior Living, Inc.
Street Address:	401 South Fourth Street
Internal Address:	Suite 1900
City:	Louisville
State/Country:	KENTUCKY
Postal Code:	40202
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3389827	CATERING TO YOU. EVERY DAY
Registration Number:	3339297	ENGAGE LIFE
Registration Number:	3069007	SENIOR LIVING GROUP ATRIA
Registration Number:	3660788	ENGAGE YOUR BRAIN
Registration Number:	3457478	BRANCHES
Registration Number:	3449200	ATRIA R REWARDS
Registration Number:	2417075	LIFE GUIDANCE
Registration Number:	2367386	ATRIA LIVING
Registration Number:	2145269	ATRIA
Serial Number:	77781262	SENIOR QUARTERS

CORRESPONDENCE DATA

Fax Number: (202)956-7069

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900191783

**TRADEMARK
 REEL: 004540 FRAME: 0207**

OP \$265.00 3389827

Phone: (202) 956-7685
Email: carrierr@sullcrom.com
Correspondent Name: Rita M. Carrier
Address Line 1: 1701 Pennsylvania Avenue, N.W.
Address Line 2: Sullivan & Cromwell LLP
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006-5805

NAME OF SUBMITTER:	Rita M. Carrier
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Signature:	/Rita M. Carrier/
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Date:	05/12/2011
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Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (this "Assignment"), dated as of May 12, 2011 (the "Effective Date"), is made by and between Atria Senior Living Group, Inc., a Delaware corporation (collectively "Assignor"), and Atria Senior Living, Inc., a Delaware corporation, with an office at 401 South Fourth Street, Suite 1900, Louisville, KY 40202 ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignor is the owner of each of the trademarks and service marks and the registrations and applications therefor (including any and all goodwill symbolized thereby) set forth on Schedule A hereto ("Scheduled Intellectual Property");

WHEREAS, Assignor desires to assign, convey, and transfer to Assignee all of Assignor's right, title, and interest in and to the Scheduled Intellectual Property and in and to all other intellectual property owned by Assignor; and

WHEREAS, Assignor and Assignee are entering into this Assignment for the purpose of evidencing and effecting the assignment, conveyance and transfer to Assignee of the Scheduled Intellectual Property;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

1. **Assignment of Scheduled Intellectual Property**. Assignor hereby irrevocably assigns, conveys, and transfers to Assignee, without any restrictions, limitations or reservations, and Assignee hereby accepts, for its own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, the assignment, conveyance, and transfer of: (i) any and all of Assignor's right, title, and interest in and to the Scheduled Intellectual Property and in and to all other intellectual property owned by Assignor, including all goodwill symbolized by any trademarks, service marks, trade names, and other indicia of origin included therein (collectively, the "Assigned Intellectual Property"), together with all rights of priority associated therewith and all rights therein provided by international conventions; (ii) all past, present, and future claims, counterclaims, credits, causes of actions, choses in action, rights of recovery, and rights of setoff against any person, together with the right to sue for infringement, misappropriation, unauthorized use, or other violation of the Assigned Intellectual Property, and the right to collect any resulting damages, lost profits, legal fees, and costs, including from acts that may have occurred prior to the Effective Date; (iii) any and all registrations or similar legal protection to be granted, issued, or obtained for the Assigned Intellectual Property, not only for, to and in the United States of America and its territories and possessions, but also for, to and in all countries foreign thereto, for the full term or terms for which the same may be granted; (iv) all income, royalties, or payments now or hereafter due or payable with respect to the Assigned Intellectual Property; and (v) any and all rights

corresponding to the Assigned Intellectual Property and any of the foregoing throughout the world (all collectively, the "Assigned Intellectual Property Rights"). Assignee and its successors, assigns, or other legal representatives shall hold the Assigned Intellectual Property Rights as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. **Further Assurances.** Upon the request of either party hereto, the other party hereto shall, without further consideration, execute and deliver, or cause to be executed and delivered, such other instruments of conveyance, transfer, assignment and confirmation, and shall take, or cause to be taken, such further or other actions as the other party hereto may deem necessary or desirable to carry out the intent and purposes of this Assignment and to consummate and give effect to the transactions contemplated hereby, including by executing such further documentation and performing such further acts as may be necessary to protect, secure, and vest good, valid, and marketable title to the Assigned Intellectual Property Rights in Assignee.

3. **Recordation.** Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to record Assignee as the assignee and owner of all right, title, and interest in and to the Scheduled Trademarks.

4. **Assignment; Successors.** All covenants and agreements contained in this Assignment by or on behalf of any of the parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not.

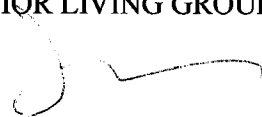
5. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which, together, shall constitute one and the same instrument.

6. **Governing Law.** This Assignment shall be governed by and interpreted in accordance with the internal laws of the State of New York.

[signature page follows]


IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

ATRIA SENIOR LIVING GROUP, INC.

By: 

Name: John A. Moore
Title: Chief Executive Officer

ATRIA SENIOR LIVING, INC.

By: 

Name: John A. Moore
Title: Chief Executive Officer

[Signature Page of IP Assignment of ASLG to ASLI]

TRADEMARK
REEL: 004540 FRAME: 0211

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On this 12th day of May 2011, before me personally came John A. Moore to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Chief Executive Officer of Atria Senior Living Group, Inc. and Atria Senior Living, Inc., each a Delaware corporation, and that he executed the foregoing instrument in the firm name of Atria Senior Living Group, Inc., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



Notary Public - State of New York

My Commission Expires:


Printed Name Stephanie Dini

STEPHANIE R. DINI
Notary Public, State of New York
No. 01D16226821
Qualified in New York County
Certificate Filed in New York County
Commission Expires August 16, 2014

Schedule A to the Intellectual Property Assignment

No.	Mark	Record Owner	Application Number	Application Date	Registration Number	Registration Date
1	CATERING TO YOU. EVERY DAY	Atria Senior Living Group, Inc.	78/625,352	5/9/2005	3,389,827	2/26/2008
2	ENGAGE LIFE	Atria Senior Living Group, Inc.	78/638,052	5/26/2005	3,339,297	11/20/2007
3		Atria Senior Living Group, Inc.	78/281,459	7/31/2003	3,069,007	3/14/2006
4	ENGAGE YOUR BRAIN	Atria Senior Living Group, Inc.	77/655,525	1/23/2009	3,660,788	7/28/2009
5	BRANCHES	Atria Senior Living Group, Inc.	77/316,937	10/30/2007	3,457,478	7/01/2008
6		Atria Senior Living Group, Inc.	77/316,892	10/30/2007	3,449,200	6/17/2008
7	LIFE GUIDANCE	Atria Senior Living Group, Inc.	75/733,703	6/22/1999	2,417,075	1/2/2001
8	ATRIA LIVING	Atria Senior Living Group, Inc.	75/351,524	9/4/1997	2,367,386	7/18/2000
9	ATRIA	Atria Senior Living Group, Inc.	75/100,920	5/8/1996	2,145,269	3/17/1998
10	SENIOR QUARTERS	Atria Senior Living Group, Inc.	77/781,262	07/15/2009		