

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |  |
|------------------------------|--|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT                               |
| <b>NATURE OF CONVEYANCE:</b> | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

**CONVEYING PARTY DATA**

| Name                  | Formerly | Execution Date | Entity Type                         |
|-----------------------|----------|----------------|-------------------------------------|
| OLSL Bayshore LLC     |          | 05/12/2011     | LIMITED LIABILITY COMPANY: DELAWARE |
| OLSL Center City LLC  |          | 05/12/2011     | LIMITED LIABILITY COMPANY: DELAWARE |
| OLSL Darien LLC       |          | 05/12/2011     | LIMITED LIABILITY COMPANY: DELAWARE |
| OLSL Forest Hills LLC |          | 05/12/2011     | LIMITED LIABILITY COMPANY: DELAWARE |
| OLSL Lynbrook LLC     |          | 05/12/2011     | LIMITED LIABILITY COMPANY: DELAWARE |
| OLSL Plainview LLC    |          | 05/12/2011     | LIMITED LIABILITY COMPANY: DELAWARE |
| OLSL Rye Brook LLC    |          | 05/12/2011     | LIMITED LIABILITY COMPANY: DELAWARE |
| OLSL Stamford LLC     |          | 05/12/2011     | LIMITED LIABILITY COMPANY: DELAWARE |
| OLSL Great Neck LLC   |          | 05/12/2011     | LIMITED LIABILITY COMPANY: DELAWARE |
| OLSL Glen Cove LLC    |          | 05/12/2011     | LIMITED LIABILITY COMPANY: DELAWARE |

**RECEIVING PARTY DATA**

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

PROPERTY NUMBERS Total: 2

**900191790**

**TRADEMARK  
 REEL: 004540 FRAME: 0267**

**OP \$65.00 3052151**

| Property Type        | Number  | Word Mark  |
|----------------------|---------|--|
| Registration Number: | 3052151 | STERLING GLEN SENIOR LIVING. DISTINCTIVE LIFESTYLES. |
| Registration Number: | 3052150 | STERLING GLEN SENIOR LIVING DISTINCTIVE LIFESTYLES   |

**CORRESPONDENCE DATA**

Fax Number: (202)956-7069  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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

**Signature:** /Rita M. Carrier/

**Date:** 05/12/2011

**Total Attachments: 8**

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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 OLSL Bayshore LLC, OLSL Center City LLC, OLSL Darien LLC, OLSL Forest Hills LLC, OLSL Lynbrook LLC, OLSL Plainview LLC, OLSL Rye Brook LLC, OLSL Stamford LLC, OLSL Great Neck LLC, and OLSL Glen Cove LLC, each of the foregoing being a Delaware limited liability company (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 Intellectual Property.

4. **Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective legal representatives, successors and assigns.

5. **Counterparts.** This Assignment may be executed in any number of counterparts and by any party hereto on a separate counterpart, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute but one and the same instrument. Copies of executed counterparts transmitted by telecopy, telefax or other electronic means shall be considered original executed counterparts.

6. **Governing Law.** This Assignment shall be governed by and interpreted in accordance with the internal laws of the State of New York without regard to principles of conflicts of laws.

*[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.

**ASSIGNORS:**

**OLSL Great Neck LLC**, a Delaware limited liability company

**OLSL Glen Cove LLC**, a Delaware limited liability company

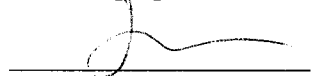
By: SGSL Swap II LLC, their sole member

By: SGSL Mezz II LLC, its sole member

By: SG Senior Living LLC, its managing member

By: One Lantern Senior Living LLC, its managing member

By: One Lantern Senior Living Inc, its managing member

By:   
Name: John A. Moore  
Title: Chief Executive Officer

**OLSL Bayshore LLC**, a Delaware limited liability company

**OLSL Lynbrook LLC**, a Delaware limited liability company

By: SGSL Swap LLC, their sole member

By: SGSL Mezz LLC, its sole member

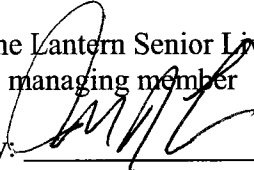
By: SGSL Mezz Guarantee LLC, its sole member

By: SG Senior Living LLC, its managing member

By: One Lantern Senior Living LLC, its managing member

*[Signature Page to IP Assignment of Bayshore et al to ASLI]*

By: One Lantern Senior Living Inc,  
its managing member

By: 

Name: Matthew J. Lustig  
Title: President

**OLSL Center City LLC**, a Delaware limited liability  
company

**OLSL Darien LLC**, a Delaware limited liability company

**OLSL Forest Hills LLC**, a Delaware limited liability  
company

**OLSL Plainview LLC**, a Delaware limited liability  
company

**OLSL Stamford LLC**, a Delaware limited liability  
company

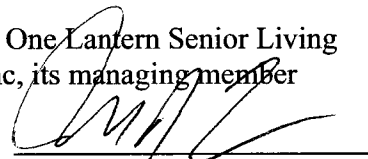
By: SGSL Mezz LLC, their sole member

By: SGSL Mezz Guarantee LLC, its sole member

By: SG Senior Living LLC, its  
managing member

By: One Lantern Senior Living LLC,  
its managing member

By: One Lantern Senior Living  
Inc, its managing member

By:   
Name: Matthew J. Lustig  
Title: President

**OLSL Rye Brook LLC**, a Delaware limited  
liability company

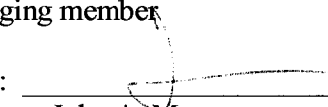
By: SGSL Mezz III LLC, its  
managing member

By: SG Senior Living LLC, its managing member

By: One Lantern Senior Living LLC, its  
managing member


*[Signature Page to IP Assignment of Bayshore et al to ASLI]*

By: One Lantern Senior Living Inc , its  
managing member

By:   
Name: John A. Moore  
Title: Chief Executive Officer

**ASSIGNEE:**

**ATRIA SENIOR LIVING, INC.**, a Delaware  
corporation

By:   
Name: John A. Moore  
Title: Chief Executive Officer


**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On this 17<sup>th</sup> day of May 2011, before me personally came Matthew J. Lustig, 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 President of One Lantern Senior Living Inc, a Delaware corporation, and that he executed the foregoing instrument in the firm name of OLSL Bayshore LLC, OLSL Lynbrook LLC, OLSL Center City LLC, OLSL Darien LLC, OLSL Forest Hills LLC, OLSL Plainview LLC and OLSL Stamford LLC, each a Delaware limited liability company, 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

Printed Name Stephanie Dini

My Commission Expires:

**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



**CERTIFICATE OF ACKNOWLEDGMENT**

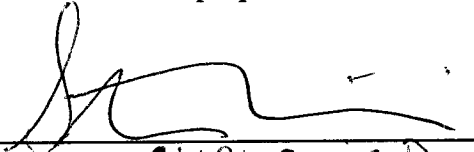
STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On this 12<sup>th</sup> 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 One Lantern Senior Living Inc, a Delaware corporation, and that he executed the foregoing instrument in the firm name of OLSL Great Neck LLC, OLSL Glen Cove LLC and OLSL Rye Brook LLC, each a Delaware limited liability company, 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

  
Printed Name Stephanie Dini

My Commission Expires:

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**

| Mark  | Application No.<br>Registration No. | Filing Date<br>Registration Date   | Record Owner  |
|---|-------------------------------------|------------------------------------|---|
|  | <p>76/558,941</p> <p>3,052,151</p>  | <p>11/10/2003</p> <p>1/31/2006</p> | <p>OLSL Bayshore LLC; OLSL Center City LLC; OLSL Darien LLC; OLSL Forest Hills LLC; OLSL Lynbrook LLC; OLSL Plainview LLC; OLSL Rye Brook LLC; OLSL Stamford LLC; OLSL Great Neck LLC; OLSL Glen Cove LLC</p> |
| <p align="center">STERLING GLEN SENIOR<br/>LIVING DISTINCTIVE LIFESTYLES</p>      | <p>76/558,940</p> <p>3,052,150</p>  | <p>11/10/2003</p> <p>1/31/2006</p> | <p>OLSL Bayshore LLC; OLSL Center City LLC; OLSL Darien LLC; OLSL Forest Hills LLC; OLSL Lynbrook LLC; OLSL Plainview LLC; OLSL Rye Brook LLC; OLSL Stamford LLC; OLSL Great Neck LLC; OLSL Glen Cove LLC</p> |