

**RECORDATION FORM COVER SHEET
 TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

The Meadows of Wickenburg, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance and Execution Date(s) :

Execution Date(s) April 30, 2012

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Ally Commercial Finance LLC, as Agent

Internal

Address: _____

Street Address: 1185 Avenue of the Americas, 2nd Floor

City: New York

State: New York

Country: USA Zip: 10036

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____

Other LLC Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)
 See Schedule A attached

B. Trademark Registration No.(s)
 See Schedule A attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: CT Lien Solutions

Internal Address: _____

Street Address: 187 Wolf Rd Ste 101

City: Albany

State: NY Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: _____

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115-

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

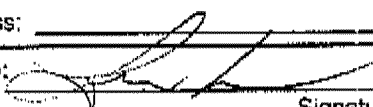
8. Payment Information:

a. Credit Card Last 4 Numbers 1640
 Expiration Date 10/13

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

May 7, 2012

Date

Leslie Kirsner

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

OP \$115.00 8553482

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated April 30, 2012, by and between Grantor and Ally Commercial Finance LLC, as Agent.

"The Meadows"	2,013,513	USA
"The Meadows" & Design (Cactus/Sunset)	2,212,272	
"The Meadows Melody House"	2,981,057	
"The Meadows" (new logo)	Application No. 85/534,827 (filed 2/6/12)	

[Schedule A to Trademark Assignment of Security]

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, the undersigned grantor ("Grantor"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Grantor and certain of its affiliates are obligated to Ally Commercial Finance LLC ("Ally CF") and various other financial institutions (collectively, "Lenders") and Ally CF as agent for Lenders ("Agent") pursuant to (i) a certain Loan and Security Agreement, dated the date hereof, among Agent, Lenders, Grantor and certain other Loan Parties named therein (the "Loan Agreement") and (ii) a certain Trademark Security Agreement, dated the date hereof, made by Grantor and certain other Loan Parties named therein in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Grantor is granting to Agent for its benefit and for the ratable benefit of the Secured Parties (as defined in the Loan Agreement) a security interest in Grantor's Marks, the goodwill of the business symbolized by such Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant, which grant is and shall be deemed to be one and the same grant as the grant set forth in the Agreements, to Agent for its benefit and for the ratable benefit of the Secured Parties (as defined in the Loan Agreement) a security interest in and to Grantor's Marks, together with the goodwill of the business symbolized by such Marks, and registrations and applications therefor, which security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.


Dated: New York, New York
April 30, 2012

[Signature Page Follows This Page]

Grantor expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the security interest granted hereby are more fully set forth in the Agreements.

GRANTOR:

THE MEADOWS OF WICKENBURG, INC.


By: 
Name: Richard Flaherty
Title: CFO

[Signature Page to Trademark Assignment of Security]

TRADEMARK
REEL: 004778 FRAME: 0507

AGENT:

ALLY COMMERCIAL FINANCE LLC

By: 
Name: ~~Joseph S. Marfisi~~
Title: SENIOR DIRECTOR

[Signature Page to Trademark Assignment of Security]