

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Administrative Agent		08/23/2012	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Archstone Multifamily I Holdings I, LP		
Street Address:	9200 E. Panorama Circle		
Internal Address:	Suite 400		
City:	Englewood		
State/Country:	COLORADO		
Postal Code:	80112		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	75409049	AMERITON	
Serial Number:	75599574	AMERITON	
CORRESPONDENCE DATA			
Fax Number:	2123108700		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212.310.3000		
Email:	suzin.metz@weil.com		
Correspondent Name:	Timothy C. Soldani		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
NAME OF SUBMITTER:	Timothy C. Soldani		
Signature:	/Timothy C. Soldani/		

CH \$65.00 75409049

Date:

09/11/2012

Total Attachments: 4

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Release of Lien on and Security Interest in Trademarks

This Release of Lien on and Security Interest in Trademarks (this "Release"), dated as of August 23, 2012, is made by BANK OF AMERICA, N.A., in its capacity as Administrative Agent for the Secured Parties pursuant to the Credit Agreement (in such capacity, the "Administrative Agent") in favor of ARCHSTONE MULTIFAMILY HOLDINGS I (DEVELOPMENT BORROWER PLEDGOR) LP (f/k/a Tishman Speyer Archstone-Smith Multifamily Holding I (Development Borrower Pledgor), L.P.) ("Grantor"). All terms used but not otherwise defined herein shall have the meanings ascribed to those terms in the Credit Agreement or Collateral Agreement (as such terms are defined below).

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of March 31, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Administrative Agent, Grantor, and the other parties thereto, Grantor and certain affiliates thereof entered into that certain Amended and Restated Second Lien Guarantee and Collateral Agreement (Development Loan), dated as of March 31, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement");

WHEREAS, pursuant to (a) the Collateral Agreement and (b) that certain Grant of Security Interest in Trademarks, dated as of March 31, 2009, by Grantor in favor of Administrative Agent for the Secured Parties (the "Trademark Security Agreement"), Grantor assigned and transferred and granted to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in the Trademarks now owned or at any time thereafter acquired by the Grantor or in which the Grantor then had or at any time in the future may have acquired any right, title or interest (including, without limitation, those Trademarks listed on Schedule I hereto) (the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on April 2, 2009 at Reel 3974, Frame 0774; and

WHEREAS, the Security Agreement has terminated and the Trademarks have been released from the Lien of the Security Agreement and the Trademark Security Agreement pursuant to the terms of the Security Agreement.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Administrative Agent agrees, for the benefit of Grantor, as follows:

1. The Administrative Agent, for itself and the Secured Parties, hereby terminates the Trademark Security Agreement and hereby terminates, releases, cancels, relinquishes and discharges to the Grantor, without representation, warranty or recourse, all liens and security interests the Administrative Agent has in, to and under the Trademark Collateral.
2. **THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW**

**YORK APPLICABLE TO CONTRACTS EXECUTED IN AND TO BE PERFORMED
IN SUCH STATE, IRRESPECTIVE OF ITS CHOICE OF LAW RULES.**

[Signature page follows.]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date hereinabove set forth.

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

By: Suzanne Eaddy
Name: Suzanne Eaddy
Title: Assistant Vice President

SCHEDULE I

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Service Mark/Principal Register	Ser. No.	Reg. No.	Registered
AMERITON	75-409,049	2,404,538	November 14, 2000
AMERITON (and Design)	75-599,574	2,418,174	January 2, 2001