

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
ARCHSTONE COMMUNITIES LLC		02/27/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	ARCHSTONE TRADEMARK JV, LLC
Street Address:	671 N. Glebe Road, Ballston Tower, Suite 800
Internal Address:	c/o AVALONBAY COMMUNITIES, INC.
City:	Arlington
State/Country:	VIRGINIA
Postal Code:	22203
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2781399	CALIBER SPORTS CLUB
Registration Number:	3764703	D'TAILS
Registration Number:	3791344	D TAILS PET SALON
Registration Number:	3678428	WESTCHESTER
Registration Number:	3993988	

CORRESPONDENCE DATA

Fax Number: 4042644033
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 404-846-1693
 Email: trademark-at@btlaw.com
 Correspondent Name: Barnes & Thornburg LLP - L. Miller
 Address Line 1: 3475 Piedmont Road NE
 Address Line 2: Suite 1700

CH \$140.00 2781399

Address Line 4: Atlanta, GEORGIA 30305-2954

ATTORNEY DOCKET NUMBER: 62345-100

NAME OF SUBMITTER: Joan L. Long

Signature: /jll/

Date: 10/12/2013

Total Attachments: 4
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SUPPLEMENTAL TRADEMARK ASSIGNMENT

This Supplemental Trademark Assignment (this "Assignment") is effective as of February 27, 2013 ("Effective Date"), by and between Archstone Communities LLC, a limited liability company organized and existing under the laws of Delaware ("Assignor"), and Archstone Trademark JV, LLC, a limited liability company organized and existing under the laws of Delaware ("Assignee").

WHEREAS, Assignee is a joint venture between affiliates of AvalonBay Communities, Inc. ("AVB") and Equity Residential ("EQR");

WHEREAS, as of the Effective Date Assignor assigned all of its right, title and interest in and to the registered and unregistered trademarks including, without limitation, the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks"), and service marks and related registrations and applications for registration rights, trade names, logos, designs and slogans, copyrights on written or Internet marketing materials relating to any of the properties owned by Archstone Enterprise LP or one of its subsidiaries (collectively, the "Archstone Entities"), owned or purported to be owned, or used or held for use, as of the Effective Date by any of the Archstone Entities in connection with its business or otherwise (the "Archstone Intellectual Property") to Assignee, and Assignee is acquired the Archstone Intellectual Property from Assignor, together with the goodwill of the business symbolized thereby; and

WHEREAS, Assignor conveyed the Archstone Intellectual Property to Assignee as part of the transfer of all or substantially all of the assets of a going business pursuant to that certain Asset Purchase Agreement, dated as of November 26, 2012, by and among AVB, EQR, ERP Operating Limited Partnership, Archstone Enterprise LP and Lehman Brothers Holdings Inc. (the "Purchase Agreement");

WHEREAS, in connection with the transactions contemplated under the Purchase Agreement Assignor assigned certain registered and unregistered trademarks and service marks and applications for registration pursuant to that certain Trademark Assignment, dated as of February 27, 2013 and recorded with the United States Patent and Trademark Office at Reel 004988, Frame 0379 on March 22, 2013 (the "Initial Trademark Assignment");

WHEREAS, the parties inadvertently failed to include the Marks in the Initial Trademark Assignment;

WHEREAS, Assignor desires to assign all of its right, title and interest in and to the Marks to Assignee, and Assignee desires to acquire the Marks and such rights from Assignor; and

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor confirms that it has sold, assigned, conveyed and transferred unto Assignee, and does hereby sell, assign, convey and transfer unto Assignee, Assignor's entire right, title and interest throughout the world in and to the Marks and related registrations and applications for

registration (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and, as applicable, the empowered official of any U.S. State, or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee in accordance with the terms of this instrument.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

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Supplemental Trademark Assignment

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

ARCHSTONE COMMUNITIES LLC,
a Delaware limited liability company

By: Archstone Parallel Residual JV 2, LLC,
a Delaware limited liability company, its Member

By: EQR-Parallel Residual JV 2 Member, LLC, a Delaware
limited liability company, its Designated Manager

By: ERP Operating Limited Partnership, an Illinois
limited partnership, its Member

By: Equity Residential, a Maryland real estate
investment trust, its General Partner

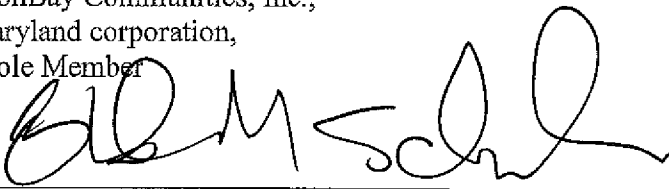
By: 
Name: Scott J. Fenster
Title: Senior Vice President

ASSIGNEE:

ARCHSTONE TRADEMARK JV, LLC,
a Delaware limited liability company

By: AVB Trademark LLC,
a Delaware limited liability company,
its Designated Manager

By: AvalonBay Communities, Inc.,
a Maryland corporation,
its Sole Member

By: 
Name: Edward M. Schulman

Title: Executive Vice President, General Counsel & Secretary

Signature page to Supplemental Trademark Assignment

TRADEMARK
REEL: 005130 FRAME: 0068

Exhibit A

Marks

Mark	Reg. #	Reg. Date
CALIBER SPORTS CLUB	2,781,399	November 11, 2003
D'TAILS	3,764,703	March 23, 2010
D'TAILS PET SALON and Design	3,791,344	May 18, 2010
WESTCHESTER	3,678,428	September 8, 2009
Arch Design	3,993,988	July 12, 2011

Exhibit A -- Supplemental Trademark Assignment

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RECORDED: 10/12/2013

**TRADEMARK
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