

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇌ ⇌ ⇌

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): ARC Holdings Limited Liability Company [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [ ] Corporation-State [ ] Other Colorado Limited Liability Company Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No

2. Name and address of receiving party(ies) Name: Affordable Residential Communities IV, LP Internal Suite 900 Address: 600 Grant Street City: Denver State: CO Zip: 80203 [ ] Individual(s) citizenship [ ] Association [ ] General Partnership [X] Limited Partnership Delaware [ ] Corporation-State [ ] Other 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) Additional name(s) & address(es) attached? [ ] Yes [ ] No

3. Nature of conveyance: [X] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [ ] Other Execution Date: May 7, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/233723 76/233900 Additional number(s) attached [ ] Yes [X] No

B. Trademark Registration No.(s) 2490677 2479632 2513733 2509493 2497980

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Steven M. Rosenthal Internal Address: Skadden, Arps, Slate, Meagher & Flom LLP Street Address: Four Times Square City: New York State: NY Zip: 10036 -6522

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41) \$ 190.00 [ ] Enclosed [X] Authorized to be charged to deposit account

8. Deposit account number: 19-2385 [Our Ref: 007780-12] (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Steven M. Rosenthal Signature Date: May 7, 2002 Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

### TRADEMARK ASSIGNMENT

WHEREAS, ARC HOLDINGS LIMITED LIABILITY COMPANY, a Colorado limited liability company ("Assignor"), is the owner of the marks listed on Schedule A hereto and the goodwill of the business symbolized by such marks (collectively, the "Trademarks");

WHEREAS, Assignor and ARC IV REIT, Inc., a Maryland corporation ("ARC IV REIT"), have agreed that Assignor shall assign its entire right, title and interest in and to the Trademarks to ARC IV REIT or, if ARC IV REIT so directs, to Affordable Residential Communities IV, LP, a Delaware limited partnership ("Assignee") of which ARC IV REIT is the sole general partner, and, in consideration therefor, ARC IV REIT shall deliver to Assignor the consideration (the "Consideration") provided for in Section 1(c)(ii) of the Amended and Restated Agreement and Plan of Reorganization, dated as of April 6, 2002, among Assignor, Assignee and certain of their affiliate companies;

WHEREAS, ARC IV REIT, Assignor and Assignee have entered into an assignment and assumption agreement, dated as of the date hereof (the "Assignment Agreement"), whereby (i) ARC IV REIT has directed that Assignor assign all of its right, title and interest in and to the Trademarks to Assignee, and (ii) Assignee has agreed to deliver to ARC IV REIT the consideration provided for in Section 2 of the Assignment Agreement in exchange for the assignment by ARC IV REIT to Assignee of ARC IV REIT's right to receive all of Assignor's right, title and interest in and to the Trademarks;

WHEREAS, Assignor hereby agrees to assign its entire right, title and interest in and to the Trademarks to Assignee; and

WHEREAS, Assignee agrees to acquire Assignor's entire right, title and interest in and to the Trademarks and to become the successor to the portion of Assignor's business to which any Trademarks filed on the basis of intent-to-use apply.

NOW, THEREFORE, in consideration of the foregoing consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, effective as of the date indicated below, to Assignee, its successors and assigns, its entire right, title and interest in and to the Trademarks, and with respect to any trademark applications on Schedule A filed on the basis of Assignor's intent-to-use

such Trademarks, the portion of the business of Assignor to which such Trademarks apply; all registrations and applications which may have been or may be issued or filed in respect thereto and any renewals thereof; the goodwill of the business symbolized by the Trademarks; all income, royalties, damages, and payments now or hereafter due or payable in respect to the Trademarks and all causes of action (in law and/or equity) and the right to sue, counterclaim, and recover for past, present, and future infringement, misappropriation, or dilution of the rights assigned to assignee hereunder, and all rights corresponding thereto throughout the world.

Assignor further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further documents as Assignee may reasonably request to fully effectuate this Assignment including, but not limited to, the execution of assignments in recordable form in each jurisdiction where trademark registrations or applications for the Trademarks may be issued or pending.

This Assignment is effective as of May 2, 2002.

ASSIGNOR:

**ARC HOLDINGS LIMITED  
LIABILITY COMPANY**

By: 

Name: Scott L. Gesell

Title: Executive Vice President and  
Secretary

Date: May 1, 2002

ASSIGNEE:

**AFFORDABLE RESIDENTIAL  
COMMUNITIES IV, LP**

By: ARC IV REIT, Inc.,  
Its general partner

By: 

Name: Scott L. Gesell

Title: Executive Vice President and  
Secretary

Date: May 1, 2002

NOTARIAL CERTIFICATE

STATE OF *NEW YORK* )  
 ) SS.  
COUNTY OF *NEW YORK* )

I, a notary public, in and for the county and state aforesaid, do hereby certify that Scott L. Gesell known to me to be the Executive Vice President and Secretary of ARC HOLDINGS LIMITED LIABILITY COMPANY appeared before me this day in person and acknowledged that s/he signed the above and foregoing instrument as his/her free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 1<sup>st</sup> day of MAY, 2002.



\_\_\_\_\_  
Notary Public

My commission expires: 2/12/03

**ADEN RUSSEL PAYKOV**  
Notary Public, State of New York  
No. 01PA6054614  
Qualified in Queens County  
Commission Expires Feb. 12, 2003

**SCHEDULE A**  
**Assigned Trademarks**

<b>TRADEMARK</b>	<b>REG. NO (APP. NO.)</b>	<b>REG. DATE (FILING DATE)</b>	<b>COMMENTS</b>
A BETTER PLACE TO LIVE!	2,490,677 (76/133,170)	09/18/2001 (09/21/2000)	REGISTERED
A BETTER PLACE TO LIVE!	2,479,632 (76/049,257)	08/21/2001 (05/16/2000)	REGISTERED
ARC AFFORDABLE RESIDENTIAL COMMUNITIES & DESIGN	2,513,733 (75/606,876)	12/04/2001 (12/18/1998)	REGISTERED
ARC AFFORDABLE RESIDENTIAL COMMUNITIES A BETTER PLACE TO LIVE! & DESIGN	2,509,493 (76/133,168)	11/20/2001 (09/21/2000)	REGISTERED
ARC AFFORDABLE RESIDENTIAL COMMUNITIES A BETTER PLACE TO LIVE! & DESIGN	2,497,980 (76/049,256)	10/16/2001 (05/16/2000)	REGISTERED
DESIGN ONLY (4 Stylized Houses)	(76/233,723)	(03/30/2001)	PENDING
ENSPIRE & DESIGN	(76/233,900)	(03/30/2001)	PENDING

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ARC Holdings Limited Liability Company

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other Colorado Limited Liability Company

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Affordable Residential Communities IV, LP

Internal Address: Suite 900

Street Address: 600 Grant Street

City: Denver State: CO Zip: 80203

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

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) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: May 7, 2002

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Meagher & Flom LLP

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City: New York State: NY Zip: 10036 -6522

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Steven M. Rosenthal

Name of Person Signing

Signature

May 7, 2002

Date

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

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