

**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		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LeGan, Inc.		07/27/2005	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CSH-INGE LLC
<b>Street Address:</b>	100 Milverton Drive, Suite 700
<b>City:</b>	Mississauga
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	L5R 4H1
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Serial Number:	78585942	GOOD GRIEF
Serial Number:	78599572	INDEPENDENCE THAT MATTERS
Serial Number:	78402056	LIFE IS GOOD HERE
Serial Number:	78596652	LIVE ALL YOUR LIFE
Serial Number:	78596655	LIVE YOUR LIFE, NOT YOUR AGE
Serial Number:	78382018	MAKING YOUR BODY WORK FOR YOU
Serial Number:	78596662	WHERE LIFE IS TOO EXCITING TO RETIRE
Serial Number:	78321308	WHERE QUALITY CARE MATTERS
Registration Number:	2126081	AGING IN THE RIGHT PLACE
Registration Number:	1523953	INDEPENDENCE PLUS
Registration Number:	1699378	LIFESTYLE GUARANTEE
Registration Number:	1523957	MERIDIAN
Registration Number:	1524949	MERIDIAN
Registration Number:	1757345	RESIDENT CENTERED CARE

OP \$490.00 78585942

Registration Number:	1523958	THE MERIDIAN
Registration Number:	1536939	THE MERIDIAN
Registration Number:	1523467	THE MERIDIAN NEWS
Registration Number:	1993428	THE NAME TO TRUST IN RETIREMENT LIVING
Registration Number:	2059951	WE NEVER FORGET YOU HAVE A CHOICE

**CORRESPONDENCE DATA**

Fax Number: (303)292-4510  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 303.292.2900  
Email: charles.luce@moyewhite.com  
Correspondent Name: Charles F. Luce, Jr.  
Address Line 1: 1400 16th Street  
Address Line 2: 16 Market Square, 6th Floor  
Address Line 4: Denver, COLORADO 80202-1473

**DOMESTIC REPRESENTATIVE**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Charles F. Luce Jr.
Signature:	/Charles F. Luce Jr./
Date:	02/21/2006

**Total Attachments: 3**  
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## TRADEMARK ASSIGNMENT AND COPYRIGHT LICENSE

THIS TRADEMARK ASSIGNMENT AND COPYRIGHT LICENSE ("Trademark Assignment") is dated as of August 19, 2005 by LeGan, Inc., a Delaware corporation, with its principal place of business at 1225 Seventeenth Street, Suite 2440, Denver, Colorado, 80202-5524 ("LeGan") in favor of CSH-INGRE LLC, a Delaware limited liability company (as successor to CSH-ILF LP), with its principal place of business at 100 Milverton Drive, Suite 700, Mississauga, Ontario L5R 4H1 ("CSH-INGRE" and together with LeGan, the "**Parties**," and each individually a "**Party**").

WHEREAS, in furtherance of a certain Purchase Agreement, dated as of \_\_\_\_\_, 2005 (the "Agreement") by and among LeGan and CSH-INGRE, LeGan has agreed to assign to CSH-INGRE all of LeGan's right, title and interest to the trademarks (the "Trademarks") set forth in Exhibit A hereto, and all registrations and applications for registration related to the Trademarks, together with the goodwill associated therewith, and to license certain copyrights in those materials (the "Materials") identified in Exhibit B hereto.

WHEREAS, CSH-INGRE now desires LeGan to execute and deliver to CSH-INGRE this Trademark Assignment required to effect the assignment of the Trademarks and the registrations and applications therefor, and the license of the copyrights to CSH-INGRE in accordance with the Agreement.

NOW THEREFORE, in consideration of the payment of \$10 and good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged:

1. LeGan hereby sells, transfers, conveys, assigns, and sets over unto CSH-INGRE, its successors and assigns, LeGan's entire right, title and interest in and to the Trademarks, including, without limitation, all of LeGan's registrations and applications therefore and CSH-INGRE's right to apply for and register the Trademarks, in the United States of America and all foreign jurisdictions, together with only that goodwill associated with and symbolized by the Trademarks, all common law and statutory rights related to the Trademarks, all rights of renewal and extension, and the right to recover for damages and profits for past infringements thereof by third parties, reserving nothing to LeGan.

2. LeGan hereby grants to CSH-INGRE a fully paid-up, royalty-free, worldwide, perpetual, irrevocable, non-exclusive license to reproduce, publicly distribute, display and perform the Materials, to create derivative works based upon the Materials, to obtain any copyright registrations for or in any such derivative works or any part thereof, and to renew, extend and/or terminate the same in CSH-INGRE's sole discretion and at CSH-INGRE's sole expense. This license shall be freely transferable by Assignee, but only in connection with a sale of the retirement communities identified in the Agreement or to any affiliate of CSH-INGRE in connection with the conduct of business by such affiliate.

3. LeGan represents and warrants that it has not previously made any transfer to any third party of any interest in any of the Trademarks or any application or registration related thereto. Beyond the foregoing warranty of non-hypothecation of the Trademarks, the assignment of Trademarks and copyright license made hereby is "**AS IS**," without representation or warranty of any kind, express or implied, including, without limitation, the **implied warranties of merchantability or fitness for a particular purpose**, non-infringement, non-violation of any person's right of publicity, or that CSH-INGRE will be able to preclude others from using the Trademarks or the Materials, all of which representations and warranties are specifically disclaimed and excluded. In no event shall LeGan or anyone else involved in the creation, production or delivery of the Trademarks or the Materials be liable for loss of savings or profits, direct, indirect, special, incidental, consequential or exemplary damages or loss of goodwill resulting from any defect in the Trademarks and/or Materials, or the use, the results of the use or the inability to use the Trademarks and/or Materials, even if such damages are foreseeable and even if LeGan has been advised of the possibility of such damages or claim. In no event will LeGan's liability for damages to CSH-INGRE or any other person exceed \$100 U.S., regardless of the form of the claim. No employee or agent of LeGan has the authority to modify, extend or add to this Limited Warranty. The above Limited Warranty is the complete and exclusive agreement between CSH-INGRE and LeGan and supersedes all other proposals and prior agreements, oral or written, and any other communications between CSH-INGRE and LeGan or any employee or agent of LeGan relating to the Trademarks and Materials.

4. LeGan shall, upon request by CSH-INGRE, execute, acknowledge and deliver such documents as may be reasonably necessary to convey and assign to CSH-INGRE all of LeGan's right, title, and interest in and to the Trademarks and the applications and registrations therefore consistent with this Trademark Assignment.

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Files\OLK41E\LeGan - Trademark Assignment Copyright License for  
Purchase Agreement--Final.doc

**TRADEMARK**  
**REEL: 003250 FRAME: 0786**

IN WITNESS WHEREOF, LeGan has executed this Assignment and License.

LeGan, Inc.

By: *Ralph J. Nagel*

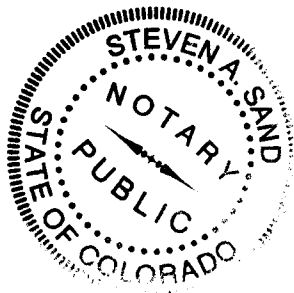
*R* Ralph J. Nagel, President

State of Colorado )  
 ) ss.  
City and County of Denver)

Before me, a Notary Public within and for said County, personally appeared Ralph J. Nagel, as president of LeGan, Inc. the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed on this 27 day of July 2005.

*Exp: 4/10/06*

*Steven A. Sand*  
Notary Public



**EXHIBIT A**

**Trademark Registrations and Applications**

<b>Mark</b>	<b>Reg. No. (App. No.)</b>	<b>Reg. Date (App.Date)</b>	<b>Status</b>
AGING IN THE RIGHT PLACE	2,126,081	12/30/1997	Registered
GOOD GRIEF	(78-585,942)	(3/11/2005)	Pending; intent-to-use
INDEPENDENCE PLUS	1,523,953	2/7/1989	Registered
INDEPENDENCE THAT MATTERS	(78-599,572)	(3/31/2005)	Pending; intent-to-use
LIFE IS GOOD HERE	(78-402,056)	(4/14/2004)	Pending; intent-to-use
LIFESTYLE GUARANTEE	1,699,378	7/7/1992	Registered
LIVE ALL YOUR LIFE	(78-596,652)	(3/28/2005)	Pending
LIVE YOUR LIFE, NOT YOUR AGE	(78-596,655)	(3/28/2005)	Pending
MAKING YOUR BODY WORK FOR YOU	(78-382,018)	(3/10/2004)	Pending; intent-to-use
MERIDIAN	1,523,957	2/7/1989	Registered
MERIDIAN (Stylized Letters)	1,524,949	2/14/1989	Registered
RESIDENT CENTERED CARE	1,757,345	3/9/1993	Registered
THE MERIDIAN	1,523,958	2/7/1989	Registered
THE MERIDIAN (Stylized Letters)	1,536,939	4/25/1989	Registered
THE MERIDIAN NEWS	1,523,467	2/7/1989	Registered
THE NAME TO TRUST IN RETIREMENT LIVING	1,993,428	8/13/1996	Registered
WE NEVER FORGET YOU HAVE A CHOICE	2,059,951	5/6/1997	Registered
WHERE LIFE IS TOO EXCITING TO RETIRE	(78-596,662)	(3/28/2005)	Pending
WHERE QUALITY CARE MATTERS	(78-321,308)	(10/30/2003)	Pending; intent-to-use