

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fox Hill Village Homeowners Corporation		05/15/2008	CORPORATION: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	100 Federal Street		
<b>Internal Address:</b>	Mail Stop MA5-100-07-01		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3106417	FOX HILL VILLAGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)227-4420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	6172390310		
<b>Email:</b>	jdavis@eapdlaw.com		
<b>Correspondent Name:</b>	Jessica Davis		
<b>Address Line 1:</b>	111 Huntington Avenue		
<b>Address Line 2:</b>	Edwards Angell Palmer & Dodge LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02199		
<b>ATTORNEY DOCKET NUMBER:</b>	51442.0176		
<b>NAME OF SUBMITTER:</b>	Jessica A. Davis		

CH \$40.00 3106417

Signature:

/Jessica Davis/

Date:

05/15/2008

**Total Attachments: 6**

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## SECURITY AGREEMENT (TRADEMARKS)

THIS SECURITY AGREEMENT (TRADEMARKS), made as of May 15, 2008, by and between, FOX HILL VILLAGE HOMEOWNERS CORPORATION, a Massachusetts corporation, with a principal place of business at 10 Longwood Drive, Westwood, MA 02090 (the "Company"), and BANK OF AMERICA, N.A., a national banking association, with a place of business at 100 Federal Street, Mail Stop: MA5-100-07-01, Boston, MA 02110 (the "Lender").

### RECITALS:

WHEREAS, the Company and the Lender have entered into a Term Loan Agreement of even date herewith (as amended, restated or modified from time to time, the "Loan Agreement"); and

WHEREAS, pursuant to the Loan Agreement, the Company and the Lender have entered into a Security Agreement (All Assets) (as amended, restated or modified from time to time, the "Security Agreement"); and

WHEREAS, the Security Agreement secures, *inter alia*, the indebtedness, obligations and liabilities of the Company under the Loan Agreement and the other Obligations as defined in the Security Agreement; and

WHEREAS, the Company is the owner and user of the trademarks listed on Schedule A hereto and identified in said Security Agreement (the "Trademarks"); and

WHEREAS, among the security interests granted by the Company to the Lender pursuant to the Security Agreement is a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; and

WHEREAS, the parties to the Security Agreement contemplate and intend that, if an Event of Default (as defined in the Loan Agreement) shall occur and be continuing, the Lender shall have all rights of the Company in and to the Trademarks and the goodwill of the business of the Company associated with and symbolized by the Trademarks as may be necessary or proper in order to enable the Lender, as foreclosing secured party, to continue such business of the Company or, following such foreclosure, to transfer to a purchaser all such rights as may be necessary or proper to enable such purchaser to continue such business of the Company;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties reconfirm the terms of the Security Agreement, as if set forth fully herein, and acknowledge that the Lender has a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; as security for the Obligations (as defined in the Security Agreement), the Company hereby collaterally assigns to the Lender, and grants a security interest to the Lender in and to, all of the Company's right, title and interest in and to said Trademarks and the goodwill of the business associated therewith; the Company agrees that it will not sell or assign any of the Trademarks without the prior written consent of the Lender; and the Company and the Lender request that the Commissioner of Patents and Trademarks record this document with respect to the Trademarks.

The Company hereby appoints the Lender as the Company's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence and during the continuance of any Event of Default (as defined in the Loan Agreement), to execute and deliver, in the

name and on behalf of the Company, and to cause the recording of all such further assignments and other instruments as the Lender may deem necessary or desirable in order to carry out the intent of the Security Agreement and this Security Agreement (Trademarks). The Company agrees that all third parties may conclusively rely on any such further assignment or other instrument, so executed, delivered and recorded by the Lender (or the Lender's designee in accordance with the terms hereof) and on the statements made therein.


This Security Agreement (Trademarks) may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.


**\*The Next Page is the Signature Page\***

IN WITNESS WHEREOF, the Company and the Lender have caused this Security Agreement (Trademarks) to be executed, as an instrument under seal, by their respective officers thereunto duly authorized, as of the date first above written.

Company:

**FOX HILL VILLAGE HOMEOWNERS CORPORATION**

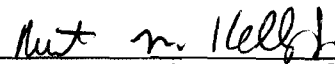
By:   
Richard D. Hill, President

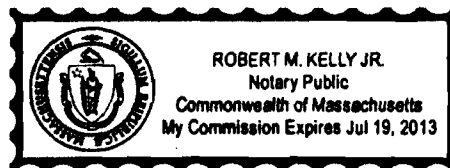
By:   
Patrick Grant, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Norfolk County, ss.

On this 13<sup>th</sup> day of May, 2008 before me, the undersigned notary public, personally appeared Richard D. Hill, proved to me through satisfactory evidence of identification, being (check whichever applies):  driver's license or other state or federal governmental document bearing a photographic image,  oath or affirmation of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose, as the duly authorized President of Fox Hill Village Homeowners Corporation.

Notary Public:   
My commission expires: JULY 19, 2013  
Print Notary Public's Name: Robert M. Kelly Jr.  
Qualified in the Commonwealth of Massachusetts  
[Notary Seal]

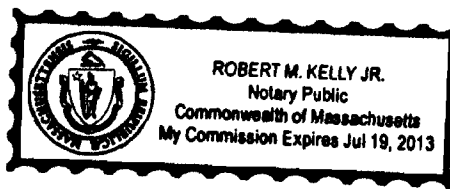


COMMONWEALTH OF MASSACHUSETTS

NORFOLK County, ss.

On this 13<sup>th</sup> day of May, 2008 before me, the undersigned notary public, personally appeared Patrick Grant, proved to me through satisfactory evidence of identification, being (check whichever applies):  driver's license or other state or federal governmental document bearing a photographic image,  oath or affirmation of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose, as the duly authorized Treasurer of Fox Hill Village Homeowners Corporation.

Notary Public: Robert M. Kelly Jr.  
My commission expires: July 19, 2013  
Print Notary Public's Name: Robert M. Kelly Jr.  
Qualified in the Commonwealth of Massachusetts  
[Notary Seal]



\*Signatures Continued on Next Page\*

*[Signature Page to Security Agreement (Trademarks)]*

Lender:

**BANK OF AMERICA, N.A.**

By: *Carol A. Lovell*  
Carol A. Lovell  
Senior Vice President

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this 9<sup>th</sup> day of May, 2008 before me, the undersigned notary public, personally appeared Carol A. Lovell, proved to me through satisfactory evidence of identification, being (check whichever applies):  driver's license or other state or federal governmental document bearing a photographic image,  oath or affirmation of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by her voluntarily for its stated purpose, as the duly authorized Senior Vice President of Bank of America, N.A.

Notary Public: *Beverly J. Boccella*  
My commission expires: \_\_\_\_\_  
Print Notary Public's Name: \_\_\_\_\_  
Qualified in the Commonwealth of Massachusetts  
[Notary Seal]



BEVERLY J. BOCCELLA  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
October 29, 2010

[Signature Page to Security Agreement (Trademarks)]

**SCHEDULE A  
TO  
SECURITY AGREEMENT (TRADEMARKS)**

TRADEMARKS

Marks with Federal Registration

<u>Marks</u>	<u>Registration No./Reg. Date</u>	<u>Use</u>
Fox Hill Village	3,106,417/June 20, 2006	Retirement homes and providing assisted living facilities in a retirement community in Class 43; health care services; providing medical and nursing services to the elderly in Class 44

Marks with Pending Applications

<u>Marks</u>	<u>Serial No./Filing Date</u>	<u>Use</u>
None		