

03-12-2002



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

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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):

Manorhouse Retirement Centers, Inc.

2-21-02

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: January 31, 2002

2. Name and address of receiving party(ies)

Name: Manorhouse Management, L.C.

Internal Address:

Street Address: 3704 Favero Road

City: Richmond State: VA Zip: 23233

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

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 75/315,737

B. Trademark Registration No.(s) 2,478,879;

2,437,630; 2,192,100; 2,178,383

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robert L. Brooke, Esquire

Internal Address: Troutman Sanders LLP, Bank of America Plaza

Street Address: 600 Peachtree Street, N.E., 52d Floor

City: Atlanta State: GA Zip: 30308-2216

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 3.41) \$ 140.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

20-1507 (for deficient fees, if necessary)

DO NOT USE THIS SPACE

9. Signature.

Robert L. Brooke

Name of Person Signing

Signature

Signature

January 18, 2002

Date

6

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

03/12/2002 6TON11 00000030 75315737

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

01 FC:481 02 FC:482

40.00 OP 100.00 OP

TRADEMARK REEL: 002458 FRAME: 0171

ASSIGNMENT OF SERVICE MARKS

THIS ASSIGNMENT OF SERVICE MARKS, dated as of January 31, 2002, is made by Manorhouse Retirement Centers, Inc., a Virginia corporation, located at Suite 100, 7201 Glen Forest Drive, Richmond, Virginia 23226 ("Assignor"), to Manorhouse Management, L.C., a Virginia limited liability company located at 3704 Favero Road, Richmond, Virginia 23233 ("Assignee").

Assignor and Assignee have entered into an Agreement dated of even date herewith (the "Agreement"), whereby Assignor (on behalf of itself and its subsidiaries and affiliates) has agreed to assign and Assignee has agreed to acquire, among other things, all of Assignor's right, title and interest in and to and all registrations and pending applications for certain service marks. This Assignment of Service Marks ("Service Mark Assignment") effects the assignment of such service marks contemplated by the Agreement.

NOW THEREFORE, for and in consideration of the covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby conveys, sells, transfers, assigns and delivers to Assignee, its successors and assigns, all the right, title and interest of Assignor in and to: (a) the service marks listed in attached Annex A and the corresponding registrations therefor, together with the goodwill of the business of Assignor symbolized by such marks and (b) the service marks listed in attached Annex B and the corresponding pending applications for registration therefor, together with the goodwill of the business of Assignor symbolized by such marks. The marks listed in Annex A and Annex B shall be referred to collectively herein as the "Marks;" the registrations listed in Annex A shall be referred to collectively herein as the "Registrations;" and the application listed in Annex B shall be referred to herein as the "Application."
2. Assignee shall have all right to register, extend, renew, maintain, defend and enforce the Marks, the Registrations and the Application, and any and all registrations resulting therefrom, in its own name in the United States and any foreign country, and Assignor hereby agrees to execute any documents and perform any acts to enable and assist Assignee to register, extend, renew, maintain, defend and enforce the Marks, the Registrations and the Application, and any and all registrations resulting therefrom, and to confirm or record this Assignment in the United States and any foreign country.
3. Assignor hereby assigns to Assignee, its successors and assigns all causes of action and claims of infringement of the Marks under the trademark laws of the United States, foreign countries and international trademark conventions and treaties that have accrued to Assignor as of the date hereof. Assignor hereby further agrees to cooperate fully, at Assignee's cost, with Assignee in the enforcement of all such causes of action and claims.

4. Assignor hereby acknowledges and agrees that henceforth Assignor will refrain from using any trade name, trademark or service mark that is confusingly similar to the Marks assigned hereby, except to the extent that Assignor has the rights to use the Marks pursuant to the Intellectual Property License between the parties.

5. The parties acknowledge and agree that this Assignment is subject to the terms and conditions of the Agreement and, in the event of any conflict between this Service Mark Assignment and the Agreement, the terms of the Agreement shall control.

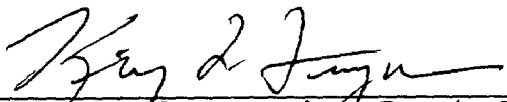
6. Assignor hereby agrees that this Service Mark Assignment shall be binding upon its representatives, successors and assigns.

7. Assignor hereby agrees that this Service Mark Assignment shall be governed by the laws of the Commonwealth of Virginia, without reference to its choice of law provisions.

8. This Service Mark Assignment may be executed in one or more counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the undersigned has caused this Service Mark Assignment to be executed as of the date first appearing above.

MANORHOUSE RETIREMENT CENTERS,
INC.

By 
Name: KIMBERLY L. FERGUSON
Title: SEC/TREASURER

STATE OF Virginia)
CITY/COUNTY OF Henrico)

The foregoing instrument was acknowledged before me by Kimberly S. Ferguson
(Name), Asst. Treasurer (Title), for and on behalf of Manorhouse Retirement Centers,
Inc. this 19th day of February, 2002.

Stella V. Decker
Notary Public

My commission expires 2-28-03.

Annex A

Registered Marks

<u>Mark</u>	<u>Registered Number</u>
INSTEP	2,478,879
LIFE CONNECTIONS	2,437,630
MANORHOUSE RETIREMENT CENTERS & DESIGN	2,192,100
PINEAPPLE DESIGN	2,178,383
MANORHOUSE (North Carolina)	T-15830
MANORHOUSE (Virginia)	1395

Annex B

Mark and Application

Mark

Serial No.

MANORHOUSE

75/315,737

TSMV-mrc - appendix 1 to exhibit 2 Manorhouse Service Mark Assignment (TAG_s comments 1_24_02).DOC