

01-25-1999



FORM PTO-1618A
Expires 08/30/99
OMB 0651-0027

100947565

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

MCD 1-28-99

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of conveying parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

01/22/1999 T10M11 00000181 200021 1846326

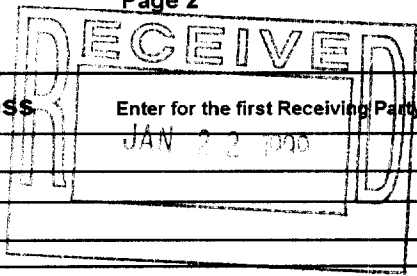
FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 75.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1843 FRAME: 0060



Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

(214) 969-1542

Name Dwain K. Rogers, Jr.

Address (line 1) Thompson & Knight, P.C.

Address (line 2) 1700 Pacific Avenue, Suite 3300

Address (line 3) Dallas, Texas 75201

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

5

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75139865

1846326 2171914 2070683

Number of Properties

Enter the total number of properties involved.

4

Fee Amount

Fee Amount for Properties Listed (37 CFR 3:41):

\$ 115.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

20-0821

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Dwain K. Rogers, Jr.

Name of Person Signing

D. K. Rogers

Signature

1/19/99

Date Signed

TRADEMARK AND SERVICE MARK ASSIGNMENT AGREEMENT

This Trademark and Service Mark Assignment Agreement (this "Agreement"), effective as of December 31, 1998, is made by and between Calton Homes, Inc., a New Jersey corporation located at 500 Craig Road, Manalapan, New Jersey 07726 ("Assignor"), Calton, Inc., a New Jersey corporation located at 500 Craig Road, Manalapan, New Jersey 07726 ("Parent"), and Centex Corporation, a Nevada corporation located at 2728 North Harwood, Suite 900, Dallas, Texas 75201 ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignor has adopted and used and in certain cases registered or applied for registration of the trademarks and service marks listed on Exhibit A to this Agreement (the "Marks");

WHEREAS, Assignee's wholly owned subsidiary Centex Real Estate Corporation ("CREC") has entered into an Amended and Restated Stock Purchase Agreement (the "Stock Purchase Agreement"), which CREC has assigned to Braewood Development Corp., an indirect wholly-owned subsidiary of Assignee ("Braewood," and together with CREC, "Assignee's Subsidiaries"), to acquire all of the outstanding shares of Assignor from Parent;

WHEREAS, Assignee's Subsidiaries consider the Marks to be material assets related to the business of Assignor, and desire Assignee to acquire the Marks in connection with the Stock Purchase Agreement;

WHEREAS, Assignor has agreed to assign and Assignee has agreed to acquire all of Assignor's right, title, and interest in and to the Marks, both registered and common law, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof as further inducement and consideration for Braewood to consummate the Stock Purchase Agreement; and

WHEREAS, Parent desires to join Assignor in assigning any right, title and interest it may have in and to the Marks, both registered and common law, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof as further inducement and consideration for Braewood to consummate the Stock Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Each of Assignor and Parent hereby assigns, transfers and conveys unto Assignee all of the Assignor's and Parent's right, title and interest in and to the Marks, both registered and common law, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof.

IN WITNESS WHEREOF, Assignor and Parent have caused their duly authorized representatives to execute this Assignment effective as of the date first above written.

CALTON HOMES, INC.

By: *[Signature]*
Name: Anthony J. Caldarone
Title: President

STATE OF NEW JERSEY §
 §
COUNTY OF MONMOUNT §

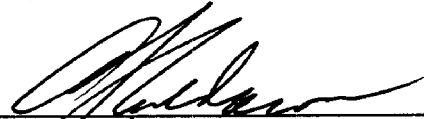
On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, the within named Anthony J. Caldarone, who stated that he was the President of Calton Homes, Inc., a New Jersey corporation, and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated that and acknowledged that he had so signed, executed and delivered said foregoing instrument for consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on this 31st day of December, 1998.

[Signature]
Notary Public

My Commission Expires:
WENDY LEE PULASKI
A Notary Public of New Jersey
My Commission Expires Sept. 13, 1999

CALTON, INC.

By: 
Name: Anthony J. Caldarone
Title: President

STATE OF NEW JERSEY

§


§

COUNTY OF MONMOUNT

§

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, the within named Anthony J. Caldarone, who stated that he was the President of Calton, Inc., a New Jersey corporation, and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated that and acknowledged that he had so signed, executed and delivered said foregoing instrument for consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on this 31st day of December, 1998.


Notary Public

My Commission Expires:

WENDY LEE PULASKI
A Notary Public of New Jersey
My Commission Expires Sept. 13, 1999

**EXHIBIT A TO
TRADEMARK AND SERVICE MARK ASSIGNMENT AGREEMENT**

TRADEMARK	OWNER	SERIAL NO./ REG. NO	FILING DATE/ REGISTRATION DATE	FEDERAL OR STATE
CALTON HOMES BUILT BETTER GUARANTEED LONGER	Calton Homes, Inc.	1,846,326	July 19, 1994	Federal
CALTON HOMES' RENAISSANCE GOLF & COUNTRY CLUB COMMUNITY ¹	Calton Homes, Inc.	75/138,600	July 23, 1996	Federal
KING CROSSING AT & Design ²	Calton Homes, Inc.	TM8,322	October 24, 1988	New Jersey
R & Design	Calton Homes, Inc.	75/139,865	July 25, 1996	Federal
THE BRIDLE CLUB & Design ³	Calton Homes, Inc.	TM8,340	October 24, 1988	New Jersey
WORRY-FREE HOME OWNERSHIP ⁴	Calton Homes, Inc.	74/214,589	October 21, 1991	Federal
WORRY FREE HOUSE TO SELL CONTINGENCY PROGRAM	Calton Homes, Inc.	2,171,914	July 7, 1998	Federal

¹ Abandoned.

² Not renewed.

³ Not renewed.

⁴ Abandoned.

YOU CAN COUNT ON CALTON ⁵	Calton Homes, Inc.	75/010,445	October 25, 1995	Federal
YOUR HOME YOUR WAY	Calton Homes, Inc.	2,070,683	June 10, 1997	Federal

⁵ Abandoned.

THOMPSON & KNIGHT

A PROFESSIONAL CORPORATION
ATTORNEYS AND COUNSELORS

1700 PACIFIC AVENUE • SUITE 3300
DALLAS, TEXAS 75201-4693
(214) 969-1700
FAX (214) 969-1751

DIRECT DIAL:

(214) 969-1542
e-mail: rogersd@tklaw.com

AUSTIN
FORT WORTH
HOUSTON
MONTERREY, MEXICO

January 19, 1999

EM584604024US

VIA EXPRESS MAIL NO. EM584604024US

Commissioner for Patents And Trademarks
BOX ASSIGNMENTS
Washington, D.C. 20231

**Re: Trademark Recordation Cover Sheet including Trademark Assignment Agreement
from Calton, Inc. to Centex Corporation
Trademark Recordation Cover Sheet including Trademark Assignment Agreement
from Calton Homes, Inc. to Centex Corporation**

Dear Sir:

Enclosed please find the recordation cover sheet and assignment agreements referenced above.

Please withdraw the required fee from Deposit Account No. 20-0821 of Thompson & Knight, P.C.

Please acknowledge receipt of the enclosed material by date stamping and returning the enclosed pre-paid self-addressed postcards.

Please direct all correspondence and telephone communications regarding this matter to:

**Dwain K. Rogers, Jr.
Thompson & Knight, P.C.
1700 Pacific Avenue, Suite 3300
Dallas, Texas 75201-4693
(214) 969-1542**

Sincerely,



Dwain K. Rogers, Jr.

Enclosures

cc: Craig Adams (with encl.)
Dwain K. Rogers, Jr. (with encl.)
Laura Thomas (with encl.)