

01-25-1999



FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

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

100947564

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

66-02-1 (DM)

#### 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

Name  Execution Date  
Month Day Year

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 TDM11 0000180 200821 1494547

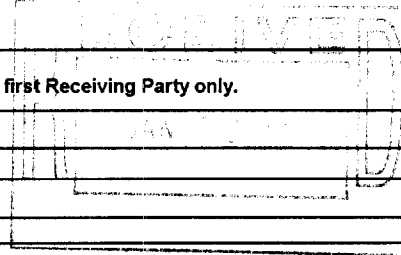
#### FOR OFFICE USE ONLY

01 FC:481 40.00 CH  
02 FC:482 25.00 CH

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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: 0068



**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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

1494547	1476219	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

2

**Fee Amount**

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

\$

65.00

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

*Dwain K. Rogers, Jr.*

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, Inc., a New Jersey corporation located at 500 Craig Road, Manalapan, New Jersey 07726 ("Assignor"), 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's wholly owned subsidiary Calton Homes, Inc. ("Assignor's Subsidiary");

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

WHEREAS, Assignor will benefit from the Stock Purchase Agreement and desires to assign the Marks to Assignee as further inducement and consideration for Braewood to consummate the Stock Purchase Agreement; and

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;

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. Assignor hereby assigns, transfers and conveys unto Assignee 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.
2. If, following the third anniversary of the date hereof, Braewood is not using the name "Calton Homes" in connection with its operations of Assignor's Subsidiary or with respect to any other homebuilding operations, and has not for at least twelve (12) consecutive months, then Assignee will, upon request by Assignor, reconvey to Assignor, at no charge, the right and privilege

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

CALTON, INC.

By:

[Handwritten Signature]  
Name: \_\_\_\_\_  
Title: [Handwritten Title]

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 31<sup>st</sup> day of December, 1998.

[Handwritten Signature]  
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**

<b>TRADEMARK</b>	<b>OWNER</b>	<b>SERIAL NO./ REG. NO</b>	<b>FILING DATE/ REGISTRATION DATE</b>	<b>FEDERAL OR STATE</b>
CALTON HOMES	Calton, Inc.	1,494,547	June 28, 1988	Federal
CALTON HOMES & Design	Calton, Inc.	1,476,219	February 9, 1988	Federal
WE BUILD FUTURES <sup>1</sup>	Calton, Inc.	73/670,031	July 6, 1987	Federal

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<sup>1</sup> Abandoned.