FORM PTO-1594 (Modified)
(Rev. 6-93)
OMB No. 0651-0011 (exp.4/94)
Copyright 1994-97 LegalStar
TM05/REV03

RECORDATION

TRADEM

07-08-1999

101086029

Docket No.: 072641/0002

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

LEVITT CORPORATION
7777 GLADES ROAD
BOCA RATON, FLORIDA 33434

MLD 7-1-99

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

Additional names(s) of conveying party(ies) ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: MADELEINE L.L.C.

Internal Address:

Street Address: 450 PARK AVENUE

City: NEW YORK State: NY ZIP: 10022

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other NEW YORK LIMITED LIABILITY COMPANY

If assignee is not domiciled in the United States, a domestic designation is ☐ Yes ☒ N
(Designations must be a separate document from
Additional name(s) & address(es) ☐ Yes ☒ N

3. Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: 06251999

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

697,913

Additional numbers ☐ Yes ☒ No

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

Name: JOSHUA R. BRESSLER

Internal Address: SCHULTE ROTH & ZABEL LLP

Street Address: 900 THIRD AVENUE

City: NEW YORK State: NY ZIP: 10022

6. Total number of applications and registrations involved:..... 1

7. Total fee (37 CFR 3.41):.....$ $40.00

☐ Enclosed

☒ Authorized to be charged to deposit account

8. Deposit account number:

SCHULTE ROTH & ZABEL LLP - 500675

DO NOT USE THIS SPACE

07/07/1999 DNGUYEN 00000316 500675 697913

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9. 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.

JOSHUA R. BRESSLER — Name of Person Signing

Signature

JULY 1, 1999 — Date

Total number of pages including cover sheet, attachments, and 5

TRADEMARK

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, Levitt Corporation (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, for which United States registrations and applications for registration are subsisting, as indicated on Schedule 1A (such marks, applications and registrations, collectively, the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement dated June 25, 1999 (the "Security Agreement") in favor of Madeleine L.L.C., as the Lender (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee a security interest in all right, title and interest of the Assignor in, to and under the Trademarks together with the good-will of the business symbolized by the Trademarks and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of June 25, 1999.

LEVITT CORPORATION

By: _____

Jonathan Mayblum

Its: Acting Executive Vice President

TRADEMARK
REEL: 001924 FRAME: 0460

STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On this 25th day of June, 1999, before me personally came Jonathan Mayblum, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Acting Executive Vice President of Levitt Corporation, a Maryland corporation, and that he executed the foregoing instrument in the firm name of Levitt Corporation, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

GREGORY I. SIMON
Notary Public, State of New York
No. 31-5018993
Qualified in Westchester County
Commission Expires October 12, 19 99

TRADEMARK
REEL: 001924 FRAME: 0461

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

(TRADEMARKS)

Trademarks and Trademark Applications Owned
by Levitt Corporation

1. U.S. Registered Trademark No. 697913 (expiration date 5/17/00), registered in the name of Levitt Corporation
   Trademark: LEVITT