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07-27-1999



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Commissioner of Patents and Trademarks

documents or copy thereof

1. Name of conveying party(ies):

Pulte Corporation
33 Bloomfield Hills Parkway, Ste. 200
Bloomfield Hills, Michigan 48304
USA

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other:

Execution Date: July 13, 1999 (effective December 31, 1998)

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

A. Trademark Application No.(s)

Additional numbers attached?

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

Michael D. Fishman
Rader, Fishman & Grauer PLLC
1533 N. Woodward Avenue, Suite 140
Bloomfield Hills, Michigan 48304
(248) 594-0630

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

PN II, Inc.
1635 Village Center Circle, Ste. 190
Las Vegas, Nevada 89134
USA

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

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

B. Trademark Registration No.(s)

1,954,664

Yes No

6. Total number of applications and registrations involved: one (1)

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

Enclosed

Authorized to be charged to deposit account for the above amount and any additional fees necessary.

8. Deposit Account Number: 18-0013

(Attach duplicate copy of this page if using deposit account)

DO NOT USE THIS SPACE

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.

Michael D. Fishman
Name

Signature

July 20, 1999
Date

Total number of pages comprising cover sheet, 3

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

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NUNC PRO TUNC ASSIGNMENT

WHEREAS, Pulte Corporation, a Michigan corporation, located at 33 Bloomfield Hills Parkway, Suite 200, Bloomfield Hills, Michigan 48304 ("Assignor"), on December 31, 1998, assigned and transferred to PN II, Inc., a Nevada corporation, located at 1635 Village Center Circle, Suite 190, Las Vegas, Nevada 89134 ("Assignee"), the entire right, title and interest in and to the following:

U.S. Service Mark Registration No. 1,954,664 for the mark PHM, dated February 6, 1996;

Any and all rights and privileges provided under the trademark and other laws of the United States, the individual states thereof and jurisdictions foreign thereto with respect to the foregoing; the GOODWILL of the business in which the mark is used; and any and all renewals thereof, together with the right to bring suit and collect for past infringements thereof; and

WHEREAS, the parties wish to ratify and confirm the above-stated assignment and transfer;

NOW, THEREFORE, in view of the payment of Ten Dollars and 00/100 (\$10.00), and other legally sufficient and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor DOES HEREBY assign and transfer nunc pro tunc, on December 31, 1998, to Assignee, any and all right, title and interest in and to the Trademark Rights.

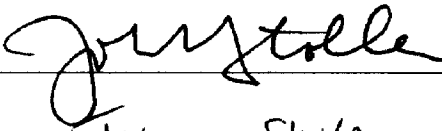
Assignor shall, without further consideration, execute any additional documents and take such further action as may be requested to vest in Assignee good, valid and marketable title to the Trademark Rights.

This Assignment and all terms hereof shall be binding upon and enure to the benefit of the parties and their respective heirs, personal and legal representatives, successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date set forth below.

Pulte Corporation

Dated: 7-13-89

By: 
Name: John Skiles
Title: Vice President

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