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08-02-2001

Commissioner of Patents and Trademarks



...nal documents or copy thereof

1. Name of conveying party(ies):
Pulte Home Corporation
10201 S. 51st Street
Phoenix, Arizona 85044

101795948

...ress of receiving party(ies):

...nc.
1635 Village Center Circle, Suite 250
Las Vegas, Nevada 8917

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

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



07-16-2001

U.S. Patent & TMO/TM Mail Rpt Dt #71

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other:

If assignee is not domiciled
domestic representative designation is attached: N/A
 Yes No
(Designations must be a separate document from
Assignment)
Additional name(s) & address(es) attached?
 Yes No

Execution Date: 06/18/01

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

75/452,035 filed March 17, 1998

Additional numbers attached?

Yes No

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

Michael D. Fishman
Rader, Fishman & Grauer PLLC
39533 Woodward Avenue
Suite 140
Bloomfield Hills, Michigan 48304
(810) 594-0630

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.

8. Deposit Account Number: 18-0013
(Attach duplicate copy of this page if using
deposit account)

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

Date

7-12-01

Total number of pages comprising cover sheet

08/02/2001 LMUELLER 00000016 180013 75452035

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TRADEMARK ASSIGNMENT

WHEREAS, Pulte Home Corporation, a Michigan corporation having an address of 10201 S. 51st Street, Pheonix, Arizona 85044 ("Assignor"), is owner of the entire right, title and interest in and to the following (collectively, the "Trademark Rights"):

U.S. Trademark Application No. 75/452,035 for
SPRINGFIELD & DESIGN filed March 17, 1998; and

Any and all rights and privileges provided under the trademark and other laws of the United States and the individual states thereof 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, PN II, Inc., a Nevada corporation, having an address of 1635 Village Center Circle, Suite 250, Las Vegas, Nevada 89134 ("Assignee"), wishes to acquire the Trademark Rights.

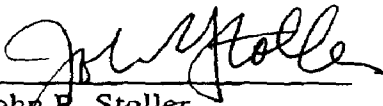
NOW, THEREFORE, in view of the payment of Ten Dollars and 00/100 (\$10.00), and other legally sufficient and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor DOES HEREBY assign and transfer to Assignee any and all right, title and interest in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

Dated: 6-18-01

By: 
John R. Stoller
Vice President and Secretary
Pulte Home Corporation

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