

11-20-2001



101898450

COVER SHEET
ONLY

Tab settings ⇄⇄⇄

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

1. Name of conveying party(ies): 11-19-01
Whittaker Construction, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Delaware Limited Liability Company

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Whittaker Builders, Inc.
Internal Address: _____
Street Address: 355A Mid Rivers Mall Drive
City: St. Peters State: MO Zip: 63376

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: June 29, 2001

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

A. Trademark Application No.(s)
78/061,633; 78/061,640

B. Trademark Registration No.(s)
1,861,201; 1,857,924; 1,858,878; 1,857,923

Additional numbers attached? Yes No

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

Name: Andrew B. Mayfield
Internal Address: Armstrong Teasdale LLP

Street Address: One Metropolitan Square, Suite 2600

City: St. Louis State: MO Zip: 63102

6. Total number of applications and registrations involved 6

7. Total fee (37 CFR 3.41)..... \$165.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
01-2384
(Attach duplicate copy of this page if paying by 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

Andrew B. Mayfield Andrew B. Mayfield October 24, 2001
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachment, and document 6

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

TRADEMARK
REEL: 002399 FRAME: 0187

11/20/2001 LWEILLER 0000045 012384 78051633

40.00 CH
125.00 CH

01 FC:461
02 FC:462

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (“ASSIGNMENT”) is made and entered into as of this 29th day of June, 2001, by and between Whittaker Builders, Inc., a Missouri corporation having its place of business at 355A Mid Rivers Mall Drive, St. Peters, Missouri 63376 (hereinafter “Assignee”), and Whittaker Construction, LLC, a Delaware limited liability company having their place of business at 355A Mid Rivers Mall Drive, St. Peters, Missouri 63376 (hereinafter “Assignor”).

WHEREAS, GW Land LLC, a Missouri limited liability company, on the one hand, and the Assignor, Whittaker Custom Homes, LLC, a Delaware limited liability company, RRKTG Lumber, LLC, a Delaware limited liability company, and Lewis and Clark Title Company, a Missouri corporation, on the other hand, have entered into an Asset Purchase Agreement dated June 6, 2001 (the “Asset Purchase Agreement”), pursuant to Section 1.01(a)(ix) of which the Assignor agreed to sell, transfer, convey, assign and deliver to Purchaser all of its right, title, and interest, in and to the Transferred Intellectual Property (as defined in the Asset Purchase Agreement);

WHEREAS, pursuant to Section 10.09 of the Asset Purchase Agreement, GW Land LLC has assigned to Assignee its rights and interests to purchase the Transferred Intellectual Property;

WHEREAS, Assignor owns, has adopted, has used, and is using the marks identified on Schedule A attached hereto in connection with the goods and services referenced in the applicable registrations and applications (the “Marks”), and is the owner of all right, title and interest in and to the registrations and applications for registrations for the Marks set forth in Schedule A; and

WHEREAS, Assignee desires to acquire the Marks, and the registrations and applications for registration therefor, from Assignor, together with all goodwill associated therewith, and all common law rights therein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

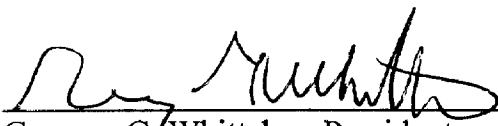
Assignor does hereby sell, assign, and transfer to Assignee, its successors and assigns, all of its right, title, and interest, in and to said Marks, all applications and registrations therefor, including specifically, but not limited to, those registrations and applications for registration of the Marks set forth in the attached Schedule A, together with any and all of the goodwill of the business symbolized by and associated with said Marks, and all income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights

and file any causes of action, including the right to recover damages, for any past, present, or future infringement, misappropriation and/or dilution of the Marks and any other rights assigned to Assignee under this Assignment.

And by this covenant Assignor agrees to execute or procure any further necessary assurance of title to said Marks, registrations and applications; and at any time, upon the request and at the expense of said Assignee, will execute and deliver any and all papers that may be necessary or desirable to perfect the title to said Marks, registrations and applications in Assignee, its successors, assigns or other legal representatives; and to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Marks, registrations, and applications, and any and all goodwill associated therewith, and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Marks.

ASSIGNEE

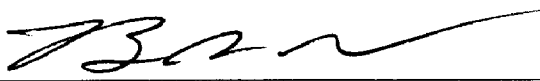
WHITTAKER BUILDERS, INC.,
a Missouri corporation



Gregory G. Whittaker, President

ASSIGNOR

WHITTAKER CONSTRUCTION, LLC,
a Delaware limited liability company



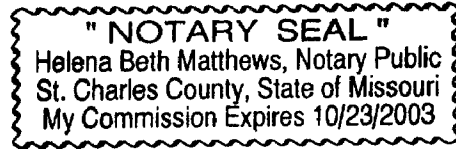
Brian Buchanan, Assistant Secretary

State of Missouri)
) SS
City of St. Charles)

Before me this 21st day of August 2001, personally appeared Gregory G. Whittaker to me personally known to be the person described in and who executed the above instrument, and acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

Helena Beth Matthews
Notary Public

My commission expires: 10-23-03



State of Virginia)
) SS
County Fairfax)
City of Fairfax)

Before me this 17th day of August 2001, personally appeared Brian Buchanan to me personally known to be the person described in and who executed the above instrument, and acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

Eleanor McAdams Drew
Notary Public Eleanor McAdams Drew

My commission expires: July 31, 2005

Schedule A

U.S. Trademark Registrations

<u>Marks</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Serial No.</u>	<u>Date Filed</u>
WHITTAKER HOMES and Design	1,861,201	11/1/94	74/421,010	8/5/93
WHITTAKER HOMES and Design	1,857,924	10/11/94	74/421,008	8/5/93
WHITTAKER HOMES (word mark)	1,858,878	10/18/1994	74/421,009	8/5/93
WHITTAKER HOMES (stylized)	1,857,923	10/11/94	74/421,007	8/5/93
Whittaker Homes and Design			78/061,633	5/2/01
Whittaker Homes Missouri's #1 Home Builder			78/061,640	5/2/01