

09-02-2003

ET

Docket No.:

119112-3005



Y

102539062

Tab settings

To the Honorable Commissioner of Patents, please return the attached original documents or copy thereof.

1. Name of conveying party(ies): **Brighton Homes, Ltd.**

FINANCE SECTION
8.27.03

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

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

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

Name: **K. Hov I P, Inc.**

Internal Address: **c/o Forecast Homes**

Street Address: **3536 Concourse Street, Suite 320**

City: **Ontario** State: **CA** ZIP: **91764**

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State **California**
 Other

If assignee is not domiciled in the United States, a domestic designation is Yes No
 (Designations must be a separate document from
 Additional name(s) & address(es) Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: **December 31, 2002**

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

A. Trademark Application No.(s)
78/108,371

B. Trademark Registration No.(s)
2,395,356
2,412,033

Additional numbers Yes No

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

Name: **Tim Headley**

Internal Address: **Gardere Wynne Sewell LLP**

08/29/2003 BTOM11 00000155 78108371

01 FC:6521 40.00 OP
02 FC:6522 50.00 OP

Street Address: **1000 Louisiana, Suite 3400**

City: **Houston** State: **TX** ZIP: **77002**

6. Total number of applications and registrations involved:..... **3**

7. Total fee (37 CFR 3.41):.....\$ **\$120.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
07-0153

Repla. Ref: 08/29/2003 BTOM11 0013354100
 Name/Number: 78108371
 FC: 9204 \$30.00 CR

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.

Tim Headley *Tim Headley* **August 27, 2003**

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and **6**

TRADEMARK ASSIGNMENT

WHEREAS, Brighton Homes, Ltd., organized and existing under the laws of the State of Texas, with its principal place of business at 13101 N.W. Freeway, Suite 312, Houston, Texas 77040, United States of America ("*Assignor*"), has used the Trademarks set forth on the attached Schedule of Trademarks; and

WHEREAS, K. Hov I P, Inc., organized and existing under the laws of the State of California, with its principal place of business at c/o Forecast Homes, 3536 Concourse Street, Suite 320, Ontario, California 91764 ("*Assignee*"), is desirous of acquiring any and all rights that Assignor may have throughout the world in and to the Trademarks and the applications and registrations therefor, together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, throughout the world, along with the right to recover for damages and profits for any past, present, or future infringements thereof;

NOW, THEREFORE, for one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee, effective December 31, 2002 ("*Effective Date*"), all of Assignor's rights, title, and interest in and to the Trademarks and the registrations therefor listed in the Schedule of Trademarks attached hereto, together with any and all the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, throughout the world, along with the right to recover for damages and profits for past, present, or future infringements thereof, regardless of whether such infringement occurred before or occurs after the Effective Date.

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Trademarks to the Assignee and/or provide evidence to support any of the foregoing in the event such evidence is necessary to effectuate the assignment, to the extent such evidence is in the possession or control of Assignor.

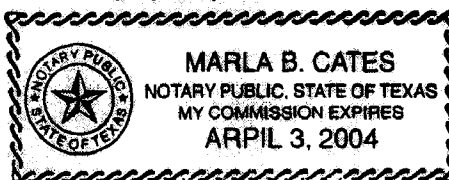
Dated this 31st day of December, 2002.

ASSIGNOR, Brighton Homes, Ltd.

By: [Signature]
Name: DAVID ORLANDO
Title: President

Signed and sworn to before me this 31st day of December, 2002.

[Signature]
Name: _____
Notary Public, State of Texas
MY COMMISSION EXPIRES: _____



SCHEDULE OF TRADEMARKS

Registered and Pending Trademarks

Trademark	U.S. Registration/or Serial No.	Goods and Services
BRIGHTON	78/108,371	Real estate brokerage services Residential building, construction, and real estate development; namely, developing residential housing communities
BRIGHTON HOMES	2,395,356	Residential home building services
BRIGHTON HOMES (& design)	2,412,033	Residential home building services

Common Law Trademarks

Trademark		Goods and Services
B BRIGHTON HOMES (& design)		Planning, laying out, and construction of residential communities
BRIGHTON HOMES (& design)		Home building and construction services
PARKWOOD BUILDERS		Home building, construction, and sales services
PARKWOOD BUILDERS (& design)		Residential home building construction services