

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
First Home Builders of Florida		08/05/2005	Florida General Partnership:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	K. Hovnanian First Homes, L.L.C.		
<b>Street Address:</b>	10 Highway 35		
<b>City:</b>	Red Bank		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07701		
<b>Entity Type:</b>	a Florida Limited Liability Company:		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78416110	FIRST HOME BUILDERS OF FLORIDA	
<b>Serial Number:</b>	78416128	FIRST HOME BUILDERS	
<b>Serial Number:</b>	78416622	1 FIRST HOME	
<b>Serial Number:</b>	78416153	FIRST HOME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(813)229-8313		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	813-222-2021		
<b>Email:</b>	mmason@fowlerwhite.com		
<b>Correspondent Name:</b>	Monica Mason, Esq./Fower White Boggs		
<b>Address Line 1:</b>	501 E. Kennedy Blvd.		
<b>Address Line 2:</b>	Suite 1700		
<b>Address Line 4:</b>	Tampa, FLORIDA 33602		
<b>ATTORNEY DOCKET NUMBER:</b>	104-1949		
<b>NAME OF SUBMITTER:</b>	Monica Mason		

CH \$115.00 78416110

Signature:	/monica mason/
Date:	01/06/2006
Total Attachments: 4 source=Assignment FHB#page1.tif source=Assignment FHB#page2.tif source=Assignment FHB#page3.tif source=Assignment FHB#page4.tif	

## ASSIGNMENT

THIS ASSIGNMENT, effective as of August 1, 2005, by First Home Builders of Florida, a Florida general partnership, Florida Construction Services, LLC, a Florida limited liability company, and Premier Building Solutions, LLC, a Florida limited liability company, having their principal place of business at 2503 Del Prado Boulevard, Suite 300, Cape Coral, Florida 33904 ("Assignor");

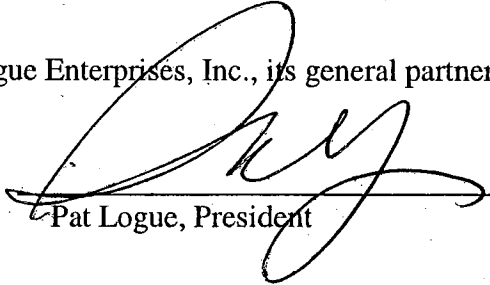
WHEREAS, K. Hovnanian First Homes, L.L.C., a Florida limited liability company, and K. Hovnanian FCS, L.L.C., a Florida limited liability company, having their principal place of business at 10 Highway 35, Red Bank, NJ 07701 ("Assignee"), wishes to acquire and Assignor wishes to transfer to Assignee all right, title and interest Assignor owns in and to certain Proprietary Rights, as defined in that certain Purchase Agreement between Assignor and Assignee dated effective as of August 1, 2005.

NOW THEREFORE, in view of the payment of Ten Dollars (\$10.00), and other legally sufficient and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor:

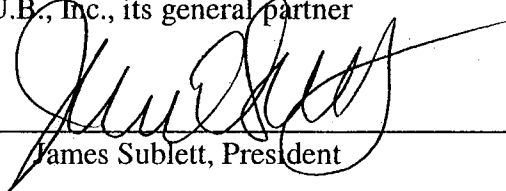
1. Assignor does hereby assign and transfer to Assignee all right, title and interest Assignor owns in and to the Proprietary Rights.
2. Any and all rights created by or arising from use of the Proprietary Rights shall, by virtue of this Assignment, inure to and remain the sole and exclusive property of Assignee, and Assignor does hereby waive and renounce any and all claims to such rights.
3. Assignor shall, without further consideration, execute any additional documents and take such further action as may be requested to protect, secure and vest in Assignee good, valid and marketable title to the Proprietary Rights.
4. Assignor does hereby authorize and empower Assignee to invoke and claim for any applications, registrations, patents or the like included within the Proprietary Rights, the benefits of any rights to which it may be entitled under international law or under the laws of any particular country, and to invoke and claim such rights without further written or oral authorization.
5. This instrument shall be binding upon and shall inure to the benefit of the parties, and their respective officers, directors, employees, agents, affiliates, attorneys, legal representatives, heirs, successors and assigns.
6. The terms of the Purchase Agreement are incorporated herein by this reference. Assignor and Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the fullest extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

FIRST HOME BUILDERS OF FLORIDA

By: Logue Enterprises, Inc., its general partner

By:   
Pat Logue, President

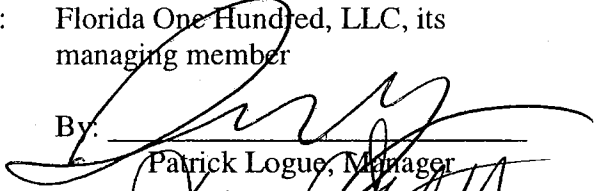
By: J.S.U.B., Inc., its general partner

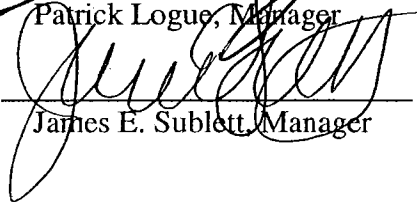
By:   
James Sublett, President

FLORIDA CONSTRUCTION SERVICES, LLC

By: First Home Builders, LLC, its managing member

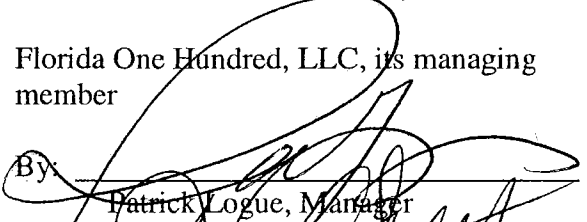
By: Florida One Hundred, LLC, its managing member

By:   
Patrick Logue, Manager

By:   
James E. Sublett, Manager

PREMIER BUILDING SOLUTIONS, LLC

By: Florida One Hundred, LLC, its managing member

By:   
Patrick Logue, Manager

By:   
James E. Sublett, Manager

ACKNOWLEDGMENT

STATE OF FLORIDA )  
COUNTY OF Hillsborough ) SS:

The foregoing instrument was acknowledged before me this 5th day of August, 2005, by Patrick Logue. He is personally known to me or has produced \_\_\_\_\_ as identification.



Karen C. Renz  
Commission #DD244772  
Expires: Oct 10, 2007  
Bonded Thru  
Atlantic Bonding Co., Inc.

(NOTARY SEAL)

Commission No. DD244772  
Commission Expires: 10-10-2007

Karen C. Renz  
(Notary Signature)

Karen C. Renz  
(Notary Name Printed)  
NOTARY PUBLIC

(dd) Except as set forth on Section 2.15(dd) of the Disclosure Schedules, no Seller has received notice of any claim for water intrusion or mold or other biological impurity in any Improvement or residential home constructed in whole or in part in the past three (3) years.

2.16 Tangible Personal Property.

The Sellers have good and marketable title to, or has valid leasehold interests in or valid rights to use, all tangible personal property which (a) is used in and individually or in the aggregate with other such property is material to the Business of the Sellers and (b) is reflected on the Financial Statements. All such tangible personal property is free and clear of all Liens, except for Permitted Liens. All such tangible personal property is in all material respects in reasonable working order and condition, ordinary wear and tear excepted, and to the Knowledge of the Sellers is adequate for the present and contemplated uses to which it is being, or is contemplated to be, put.

2.17 Intellectual Property.

The Sellers owns, or have a valid license to use, or otherwise have the right to use (“Proprietary Rights”) all intellectual property, including without limitation, patents, inventions, discoveries, processes, designs, technology, know-how, copyrights and copyrightable works (including software, databases, website content and related items), trademarks, service marks, trade and corporate names, domain names, trade dress and other source indicators, trade secrets and proprietary or confidential data or materials (including any registrations or applications for registration of any of the foregoing) used in or necessary for the conduct of its Business as now conducted or proposed to be conducted (“Intellectual Property”), free and clear of all Liens. A list of all registered trademarks, service marks, patents, registered copyrights and domain names and applications therefor included in the Proprietary Rights (and all actions due within ninety (90) days to maintain and renew same) has been previously delivered to Purchaser and is referenced in Section 2.17 of the Disclosure Schedules. To the Knowledge of the Sellers, the Proprietary Rights and the Business of the Sellers as currently conducted or as proposed to be conducted do not infringe, imitate, misappropriate, dilute, violate or otherwise derogate or make unauthorized use of (“**Infringe**”) the Proprietary Rights of others. There are no claims, suits or other actions, and to the Knowledge of Sellers, no claim, suit or other action is threatened, that allege that Sellers Infringe the Proprietary Rights of others, or seek to limit or challenge the validity, enforceability, ownership, or right to use, sell or license the Proprietary Rights of Sellers, nor do Sellers know of any valid basis therefor. Except as set forth in Section 2.17 of the Disclosure Schedules, Sellers are not aware of any Infringement by any third party on, or any competing claim of right to use or own any of, the Proprietary Rights of Sellers. FHBF has the right to use, free and clear of claims or rights of others, all customer lists and computer software used in the conduct of its Business. To the Knowledge of the Sellers, none of the activities of the employees of Sellers on behalf of Sellers violate any Contracts that any such employees have with former employers. The Sellers exclusively own all Proprietary Rights they purport to own, free and clear of any adverse claims, including those of Sellers’ employees and current or former contractors. To the Knowledge of Sellers, all registrations and applications in the Proprietary Rights are valid and subsisting.