

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REDMAN HOMES, INC.		10/31/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, N.A., AS COLLATERAL TRUSTEE		
Street Address:	230 West Monroe Street, Suite 2900		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	NATIONAL BANKING ASSOCIATION:		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	726680	NEW MOON	
Registration Number:	1575727	THE GREAT AMERICAN HOMEMAKER	
Registration Number:	1273869	THE GREAT AMERICAN HOMEMAKER REDMAN HOMES	
Registration Number:	844904	SOUTHWOOD	
Registration Number:	835826	KIRKWOOD	
CORRESPONDENCE DATA			
Fax Number:	(312)701-7711		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-701-7237		
Email:	cdore@mayerbrownrowe.com		
Correspondent Name:	Christopher Dore		
Address Line 1:	71 South Wacker Drive		
Address Line 2:	Mayer Brown Rowe & Maw LLP		
Address Line 4:	Chicago, ILLINOIS 60606-4637		
NAME OF SUBMITTER:	Christopher Dore		

OP \$140.00 726680

Signature:	/Christopher Dore/
Date:	01/18/2006
Total Attachments: 4 source=TM SI REDMAN HOMES#page1.tif source=TM SI REDMAN HOMES#page4.tif source=TM SI REDMAN HOMES#page5.tif source=TM SI REDMAN HOMES#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 31, 2005 (this "Agreement"), is made by REDMAN HOMES, INC., a Delaware corporation (the "Grantor"), in favor of WELLS FARGO BANK, N.A., having an address at 230 West Monroe Street, Suite 2900, Chicago, Illinois 60606, as the Collateral Trustee for the Secured Parties (as defined below) under the Collateral Trust Agreement referred to below (together with its successors and assigns from time to time acting as Collateral Trustee under such Collateral Trust Agreement, the "Collateral Trustee").

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of October 31, 2005 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Parent, the various financial institutions and other Persons from time to time parties thereto (each a "Lender"), and Credit Suisse, Cayman Islands Branch, as Administrative Agent for the Lenders, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of October 31, 2005 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Trustee a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Collateral Trustee, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

- (a) (i) all Trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, now existing or

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

REDMAN HOMES, INC., as Grantor

By: [Signature]
Name: John J. Collins, Jr.
Title: VP

WELLS FARGO BANK, N.A., as Collateral Trustee

By: _____
Name:
Title:

On this 27th day of October 2005, before me appeared John J. Collins, Jr., the person who signed this instrument, who acknowledged that he/she signed it as a free act on behalf of the Grantor with authority to do so.

State of Michigan)

) ss.

County of Oakland

Laura J Owens / Notary Public
My commission expires: 8/29/08

LAURA L. OWENS
NOTARY PUBLIC LAPEER CO., MI
MY COMMISSION EXPIRES Aug 29, 2008
ACTING IN OAKLAND COUNTY, MI

Trademark Security Agreement

TRADEMARK

REEL: 003229 FRAME: 0861

WELLS FARGO BANK, N.A., as Trustee

By: Michael T. Lechner
Name: Michael T. Lechner
Title: Vice President

Trademark Security Agreement

TRADEMARK
REEL: 003229 FRAME: 0862

Schedule I

Owner	Mark	Status	Country	Class	Appl. No	Filing Date	Regis. No	Regis. Date	Next Renewal
Redman Homes, Inc.	NEW MOON	Registered	USA	12	72/119548	8-May-61	726680	23-Jan-62	23-Jan-12
	THE GREAT AMERICAN HOMEMAKER	Registered	USA	42	73/759243	24-Oct-88	1575727	2-Jan-90	2-Jan-10
	THE GREAT AMERICAN HOMEMAKER	Registered	USA	37; 42	73/365462	19-May-82	1273869	10-Apr-84	10-Apr-14
	REDMAN HOMES (& Design)	Registered	USA	12	72/264245	8-Feb-67	844904	27-Feb-68	27-Feb-08
	SOUTHWOOD	Registered	USA	12	72/249180	28-Jun-66	835826	26-Sep-67	26-Sep-07
	KIRKWOOD								