

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
Dominion Homes, Inc.		03/30/2006	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	The Huntington National Bank
Street Address:	41 South High Street
City:	Columbus
State/Country:	OHIO
Postal Code:	43215
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	78722882	DOMINION HOMES HIGH PERFORMANCE EXTERIORS
Serial Number:	78706941	DOMINION HOMES REALTORADVANTAGE
Serial Number:	78563604	GRAND RESERVE
Serial Number:	78510750	DOMINION HOMESHOW
Serial Number:	78537031	DOMINION HOMES
Serial Number:	78375350	LA CASA QUE TU FAMILIA MERECE
Serial Number:	78103269	A NEW STANDARD IN HOMEBUILDING
Serial Number:	78038088	SINGLE-FAMILY HOMES IN A CONDOMINIUM COMMUNITY
Serial Number:	78009099	DOMINION HOMES FINANCIALSERVICES
Serial Number:	78009096	DOMINION HOMES FINANCIAL SERVICES
Serial Number:	75900552	THE DOMINION HOMESTORE
Serial Number:	75259392	THE BEST OF EVERYTHING
Serial Number:	75172976	DOMINION HOMES

CORRESPONDENCE DATA

900046051

**TRADEMARK
 REEL: 003284 FRAME: 0115**

CH \$340.00 78722882

Fax Number: (614)227-2100
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 614-227-2182
Email: ipdocket@porterwright.com
Correspondent Name: Karen K. Hammond
Address Line 1: 41 South High Street, 28th Floor
Address Line 4: Columbus, OHIO 43215

ATTORNEY DOCKET NUMBER:	0266900-093780
NAME OF SUBMITTER:	Karen K. Hammond
Signature:	/karenkhammond/
Date:	04/06/2006

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 30, 2006, by DOMINION HOMES, INC., an Ohio corporation (the "*Borrower*"), each of the entities listed on the signature pages hereof as grantors or that becomes a party hereto pursuant to Section 7.10 of the Security Agreement referred to below (each a "*Grantor*" and, collectively, the "*Grantors*") in favor of THE HUNTINGTON NATIONAL BANK ("*Huntington*"), as Administrative Agent for the Secured Parties (as defined in the Security Agreement referred to below) and the issuing bank (in such capacity, together with its successors in such capacity, the "*Administrative Agent*").

WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of December 3, 2003 (as amended, modified or supplemented from time to time, the "*Credit Agreement*") among the Borrower, each institution from time to time party thereto as a Lender, Huntington as issuing bank for any Letters of Credit issued thereunder and as a Lender, the Administrative Agent and the other agents party thereto, the Lenders and Huntington as issuing bank have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantors other than the Borrower are party to the Subsidiary Guaranty (as defined in the Security Agreement referred to below) pursuant to which they have guaranteed the Obligations (as defined in the Credit Agreement); and

WHEREAS, all the Grantors are party to a Security Agreement of even date herewith in favor of the Administrative Agent (the "*Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, Huntington as issuing bank and the Administrative Agent to enter into Amendment No. 4 (as defined in the Credit Agreement) and to induce the Lenders and Huntington as issuing bank to continue to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all Proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3. Security Agreement

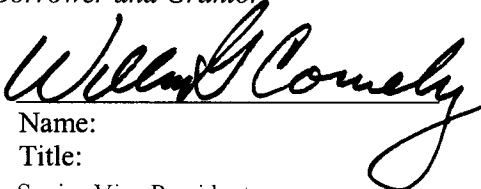
The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

DOMINION HOMES, INC.,
as Borrower and Grantor

By: 

Name:

Title:

Senior Vice President –
Finance and Chief Financial
Officer

ACCEPTED AND AGREED
as of the date first above written:

THE HUNTINGTON NATIONAL BANK,
as Administrative Agent

By: _____

Name:

Title:

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

DOMINION HOMES, INC.,
as Borrower and Grantor

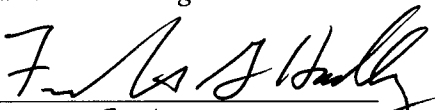
By: _____

Name:

Title:

ACCEPTED AND AGREED
as of the date first above written:

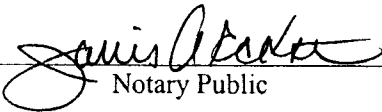
THE HUNTINGTON NATIONAL BANK,
as Administrative Agent

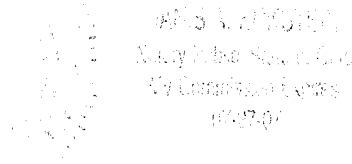
By: 
Name: Frederick G. Hadley
Title: Senior Vice President

ACKNOWLEDGEMENT OF GRANTOR

STATE OF OHIO)
) ss.
COUNTY OF FRANKLIN)

On this 29th day of March, 2006 before me personally appeared William G. Conely, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Dominion Homes, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public



SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

FEDERAL SERVICE MARK APPLICATIONS AND REGISTRATIONS

Mark	Our Ref.	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
Dominion Homes High Performance Exteriors	1091-257	78/722,882	9/29/05	N/A	N/A	Application filed. Awaiting first Office Action. Not yet assigned to examining attorney.
Dominion Homes RealtorAdvantage	1091-256	78/706,941	9/6/05	N/A	N/A	Application filed. Awaiting first Office Action. Assigned to examining attorney.
Grand Reserve	1091-240	78/563,604	2/9/05	N/A	N/A	Statement of Use Filed 2/14/2006. Forwarded to attorney for examination.
Dominion Homeshow	1091-239	78/510,750	11/03/04	N/A	N/A	Notice of Allowance 1/3/2006. Statement of Use due 7/3/2006
Dominion Homes	1091-238	78/537,031	12/22/04	N/A	N/A	REGISTERED, Affidavit of continued use due 1/10/2012; Renewal due 1/10/2016.
La Casa Que Tu Familia Merece	1091-212	78/375,350	02/27/04	2,991,963	9/6/05	REGISTERED, Affidavit of continued use due 9/6/2011; Renewal due 9/6/2015.
A New Standard in Homebuilding	1091-147	78/103,269	01/17/02	2,849,205	06/01/04	REGISTERED, Affidavit of continued use due 06/01/2010; Renewal due 06/04/2014.
Single Family Homes in a Condominium Community	1091-126	78/038,088	12/06/00	2,652,977	11/19/02	REGISTERED, Affidavit of continued use due 11/19/2008; Renewal due 11/19/2012.
Dominion Homes Financial Services (& Design)	1091-119	78/009,099	05/22/00	2,718,066	05/20/03	REGISTERED, Affidavit of continued use due 05/20/2009; Renewal due 05/20/2013.
Dominion Homes Financial Services	1091-118	78/009,096	05/22/00	2,655,035	11/26/02	REGISTERED, Affidavit of continued use due 11/26/2008; Renewal due 11/26/2012.

The Dominion Home Store (Stylized)	1091-115	75/900,560	01/20/00	N/A	N/A	Abandoned per client instructions.
The Dominion Home Store	1091-114	75/900,552	01/20/00	2,643,562	10/29/02	REGISTERED, Affidavit of continued use due 10/29/2008; Renewal due 10/29/2012.
The Best of Everything	1091-079	75/259,392	03/18/97	2,132,754	01/27/98	REGISTERED, Renewal due 01/27/2008.
Dominion Homes and Design	1091-060	75/172,976	09/27/96	2,190,283	09/22/98	REGISTERED, Renewal due 09/22/2008.
The Best Building Experience	1091-003	74/655,249	04/03/95	1,963,231	03/19/96	Abandoned per client instructions.
Building Relationships That Last	1091-002	74/631,784	02/03/95	1,997,627	08/27/96	Abandoned per client instructions.

STATE OF OHIO TRADEMARK/SERVICE MARK REGISTRATIONS

Mark	Our Ref.	Type	Reg. No.	Reg. Date.	Status
LIBERTY	1091-175	Trademark	N/A	N/A	Abandoned per client instructions.
DOMINION HOMES INDEPENDENCE SERIES	1091-176A	Service Mark	SM33101824	11/27/02	REGISTERED, Next Renewal 11/27/2012.
DOMINION HOMES	1091-091	Service Mark	SM67936	01/05/93	REGISTERED, Next Renewal 11/27/2012.
DOMINION HOMES	1091-090	Trade Name	RN152699	01/09/92	REGISTERED, Next Renewal 01/09/2007.
TRADITION HOMES	1091-001B	Service Mark	SM68042	01/20/93	REGISTERED, Next Renewal 01/20/2013
THE LINDEN LUMBER COMPANY	1091-001A	Trade Name	RN78795	06/17/89	REGISTERED, Next Renewal 06/17/2009.

STATE OF KENTUCKY SERVICE MARK REGISTRATION

Mark	Our Ref.	Type	Reg. No.	Reg. Date.	Status
INDEPENDENCE	1091-176B	Service Mark	014838	11/08/2002	REGISTERED, Next Renewal 05/08/2007.