

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	09/30/2003		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DEL WEBB CORPORATION		01/20/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PH4 CORPORATION		
Street Address:	100 BLOOMFIELD HILLS PARKWAY		
Internal Address:	SUITE 300		
City:	BLOOMFIELD HILLS		
State/Country:	MICHIGAN		
Postal Code:	48034		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2835040	SOLERA	
CORRESPONDENCE DATA			
Fax Number:	(248)292-2910		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2482922920		
Email:	nfisher@patentco.com		
Correspondent Name:	Jeffrey P. Thennisch		
Address Line 1:	29 W. Lawrence Street		
Address Line 2:	Suite 210		
Address Line 4:	Pontiac, MICHIGAN 48342		
ATTORNEY DOCKET NUMBER:	1297C-059		
NAME OF SUBMITTER:	/Jeffrey P. Thennisch/		

OP \$40.00 2835040

900048733

TRADEMARK
REEL: 003306 FRAME: 0835

Signature:

/Jeffrey P. Thennisch/

Date:

05/11/2006

Total Attachments: 6

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NUNC PRO TUNC TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Agreement") is between DEL WEBB CORPORATION ("DWC" or "ASSIGNOR"), a Delaware corporation and PH4 Corporation ("PH4" or "ASSIGNEE"), a Michigan corporation having a place of business at 100 Bloomfield Hills Parkway, Suite 300, Bloomfield Hills, Michigan 48034, nunc pro tunc, as of September 30, 2003.

WHEREAS, ASSIGNOR is the sole owner of all right, title and interest in and to the Marks (as defined below), including any and all common law rights to any of the Mark(s), whether registered or unregistered, and the goodwill symbolized thereby; and

WHEREAS, ASSIGNOR wishes to assign, and ASSIGNEE wishes to acquire, all right, title and interest in and to the Marks.

NOW THEREFORE, in view of the mutual covenants exchanged herein, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree that:

1. ASSIGNMENT

In exchange for good and valuable consideration acknowledged by the parties and the further amount of One Dollar (\$1.00), as may be required in some legal jurisdictions to recognize this document, DWC hereby sells, assigns and transfers to PH4 all right, title and interest, in the United States and throughout the World, in and to the marks identified in the attached Exhibits A and B (the "Marks"), and the good will of the business symbolized by the Marks, along with any registrations or pending applications to register any of the Marks, including any and all common law rights to any of the marks set forth at Exhibits A and B. Without limiting the generality of the foregoing, ASSIGNOR further sells, assigns and transfers to ASSIGNEE all right, title and interest to sue and recover for past infringements by any third parties of the Marks.

2. EXPENSES AND MAINTENANCE

ASSIGNEE shall bear the burden and expense of any recordation of this Agreement or other documents evidencing this transaction.

3. ASSISTANCE AND EXECUTION OF FURTHER DOCUMENTS

ASSIGNOR agrees to cause to be executed and delivered without further consideration any further applications, assignments or other documents, and to perform such other lawful acts as ASSIGNEE may reasonably require to fully secure and/or evidence the rights or interests herein or which is necessary to protect or enforce the Marks.

4. SUCCESSORS AND ASSIGNS

This Agreement shall be binding on and inure to the benefit of the successors and assigns of the ASSIGNEE.

5. SEVERABILITY

If any part of this Agreement is held void, the remaining parts will not be affected.

6. WAIVER

Any waiver of a breach by either party shall not be waiver of any subsequent breach.

7. APPLICABLE LAW

This Agreement will be governed by the laws of the State of Michigan without regard to the choice of law rules thereof.

8. MODIFICATIONS

This Agreement may be changed only by written amendment signed by both parties.

Del Webb Corporation

By:

Jan M. Klym

Name: *Jan M. Klym*

Title: *Assistant Secretary*

Date: *1/20/06*

PH4 Corporation

By:


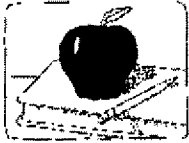

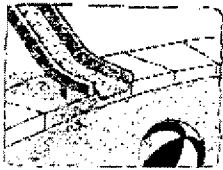
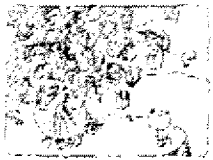
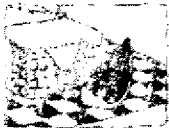
Jan M. Klym


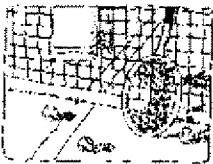
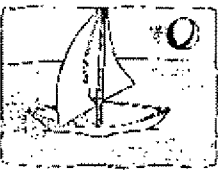



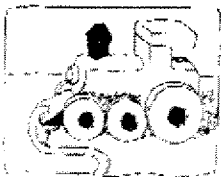

Name: *Jan M. Klym*

Title: *Assistant Secretary*

Date: *1/29/06*

EXHIBIT A

Serial No.	Registration No.	Trademark
78353216	3019735	THE COMMUNITIES OF DEL WEBB
78378004	3015003	LIFELONG LEARNING ACADEMY
78339598	2990503	SUN CITY FESTIVAL
78311053	2891388	LIFESTYLE ADVISOR
78230247	2877276	DEL WEBB
78176623	2931651	CORTE BELLA
78176617	2935512	SUN LAKES
78151851	2826483	SUN CITY SHADOW HILLS
76380576	2697532	
76338609	2835040	SOLERA
76074932	2455465	AGED BEEF MEN IN THEIR PRIME
76032463	2673665	SUN CITY TEXAS BY DEL WEBB
75708664	2335939	A REVOLUTIONARY GOLF EXPERIENCE
75664473	2321732	THE HILLS ARE ALIVE...
75618708	2321164	
75618707	2418218	
75618584	2321161	
75618583	2376862	
75618432	2321160	

Serial No.	Registration No.	Trademark
75618431	2321159	
75618430	2374542	
75618429	2321158	
75618187	2321154	
75618184	2321153	
75618179	2374538	
75618149	2321152	
75618148	2474090	
75603302	2318760	SUN CITY FUN CITY
75602632	2316274	SUN CITY FUN CITY

Serial No.	Registration No.	Trademark
75546521	2349113	ANTHEM COUNTRY CLUB
75546509	2354121	THE REVERE AT ANTHEM
75527532	2292474	SUNFLOWER A DEL WEBB COMMUNITY
75526805	2318211	SUNFLOWER A DEL WEBB COMMUNITY
75481864	2262861	DEL WEBB'S CLOVER SPRINGS
75481860	2310682	DEL WEBB'S CLOVER SPRINGS
75449472	2238862	DEL WEBB'S SUN CITY GRAND
75421917	2289895	SUNFLOWER BY DEL WEBB
75372120		MILESTONE
75362308	2330623	DEL WEBB'S VACATION GETAWAY
75336907	2280394	DEL WEBB'S VACATOIN GETAWAY
75336740	2225295	LIFE IS BETTER HERE
75314242	2243578	COMFORTABLY CAROLINA
75313946	2248193	CLOVER SPRINGS
75248823	2296429	ANTHEM DEL WEBB
75248822	2312186	ANTHEM BY DEL WEBB
75248819	2383549	ANTHEM COUNTRY CLUB
75247892	2400389	DEL WEBB'S SUNFLOWER
75084394	2032372	OKATIE CREEK GOLF CLUB
74568718	1925892	DEL WEBB'S COVENTRY HOMES

EXHIBIT B

	State	Reg. No.	Mark
1	Arizona	034963	SUN CITY WEST
2	Arizona	034964	SUN CITY TUCSON
3	Arizona	042854	ANTHEM BY DEL WEBB
4	Arizona	150850	TROVAS
5	Arizona	42338	DEL WEBB'S SUN CITY GRAND
6	Arizona	019784	SUN CITY
7	Arizona	019787	SUN CITY WEST
8	Arizona	019785	SUN CITY
9	Arizona	019786	NONE
10	California	40728	DEL WEBB'S SUN CITY PALM SPRINGS (AND DESIGN)
11	California	040729	DEL WEBB'S SUN CITY PALM SPRINGS (AND DESIGN)
12	California	40730	SUN CITY PALM SPRINGS
13	California	040731	SUN CITY PALM SPRINGS
14	California	040732	DESIGN ONLY
15	California	040733	DESIGN ONLY
16	California	043635	DEL WEBB'S SUN CITY ROSEVILLE (AND DESIGN)
17	California	043636	DEL WEBB'S SUN CITY ROSEVILLE (AND DESIGN)
18	Illinois	081948	DEL WEBB'S SUN CITY
19	Illinois	081947	DESIGN ONLY
20	Indiana	50103492	DEL WEBB'S SUN CITY
21	Indiana	50103493	DESIGN ONLY
22	Nevada	n/a	DESIGN ONLY
23	Nevada	n/a	DEL WEBB'S SUN CITY LAS VEGAS AT SUMMERLIN
24	Nevada	n/a	DEL WEBB'S SUN CITY LAS VEGAS
25	Nevada	n/a	SUN CITY LAS VEGAS
26	Nevada	SM00250243 Vol. 25 pg.243	SUN CITY
27	South Carolina	n/a	DESIGN ONLY
28	South Carolina	n/a	DESIGN ONLY
29	South Carolina	n/a	DEL WEBB'S SUN CITY HILTON HEAD
30	Texas	052360	DESIGN ONLY
31	Texas	052361	DEL WEBB'S SUN CITY AUSTIN
32	Texas	54682	DEL WEBB'S SUN CITY GEORGETOWN
33	Texas	54683	DEL WEBB'S SUN CITY GEORGETOWN
34	Texas	56877	DESIGN ONLY
35	Virginia	0284	DESIGN ONLY
36	Virginia	0285	SUN CITY
37	Virginia	0286	SUN CITY
38	Virginia	0287	DESIGN ONLY
39	Wisconsin	n/a	DEL WEBB'S SUN CITY
40	Wisconsin	n/a	DESIGN ONLY