

**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>
Meritage Homes Corporation		02/14/2006	CORPORATION: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Osmond Foundation, for the Children of the World		
<b>Doing Business As:</b>	DBA Children's Miracle Network		
<b>Street Address:</b>	4525 South 2300 East		
<b>City:</b>	Salt Lake City		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84117		
<b>Entity Type:</b>	CORPORATION: UTAH		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3092013	HOME OF MIRACLES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(602)382-6070		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	602-382-6000		
<b>Email:</b>	jplatt@swlaw.com		
<b>Correspondent Name:</b>	Snell & Wilmer L.L.P.		
<b>Address Line 1:</b>	One Arizona Center, 400 East Van Buren		
<b>Address Line 2:</b>	John H. Platt		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85004		
<b>ATTORNEY DOCKET NUMBER:</b>	39240.0007		
<b>NAME OF SUBMITTER:</b>	John H. Platt		
<b>Signature:</b>	/John H. Platt/		

CH \$40.00 3092013

Date:

06/06/2006

Total Attachments: 2

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## TRADEMARK ASSIGNMENT

This Assignment is effective as of the 14<sup>th</sup> day of February, 2006, by and between Meritage Homes Corporation, a Maryland corporation having a principal place of business and mailing address at 8501 East Princess Drive, Suite 290, Scottsdale, Arizona 85255 ("Assignor") and Children's Miracle Network, a Utah non-profit corporation having a principal place of business and mailing address at 4525 South 2300 East, Salt Lake City, Utah 84117 ("Assignee").

### WITNESSETH:

WHEREAS, Assignor has adopted and used the service mark HOME OF MIRACLES for charitable fund raising services, and Assignor has separately been assigned all rights associated with the service mark HOME OF MIRACLES from the entity that applied for registration of said mark in the United States;

WHEREAS, Assignee and Assignor have entered into an Agreement dated December 30, 2005, that, among other things, assigned Assignor's rights associated with the mark HOME OF MIRACLES to Assignee; and

WHEREAS, Assignee and Assignor are desirous to memorialize Assignee's ownership of all rights and good will associated with the HOME OF MIRACLES mark.

NOW, THEREFORE, in accordance with said December 30, 2005 agreement, Assignor does hereby assign unto Assignee, its successors, assigns, and legal representatives, the full and exclusive right, title, and interest in and to any and all rights associated with the mark HOME OF MIRACLES in the United States of America, including, without limitation, any and all common law trademark rights associated with the mark HOME OF MIRACLES, any and all state trademark registrations associated with the mark HOME OF MIRACLES, United States Application No. 76/623,209, filed December 6, 2004, any other United States of America trademark applications or registrations, and any other trademark rights associated with the mark HOME OF MIRACLES, including the goodwill embodied with the mark HOME OF MIRACLES, any and all stylized and typed versions of the mark HOME OF MIRACLES, the right to obtain further trademark registrations related thereto, and the right to sue for infringements and past infringements thereof; and any and all domain names owned or controlled by Assignor that include the HOME OF MIRACLES mark or similar formatives thereof.

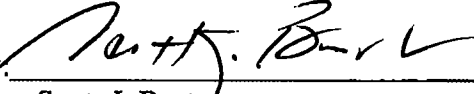
Assignor further agrees to transfer to Assignee, without further remuneration, all legal files, documents, and items relating to the foregoing assigned rights or that are associated with the HOME OF MIRACLES mark.

Assignor hereby agrees, upon request of Assignee, and without further remuneration, to promptly provide Assignee with any reasonable assistance relating to perfecting the transfer of all of the rights conveyed herein and vesting of full and complete title in Assignee, and relating to enforcing and defending those rights, including but not limited to executing any and all papers for those purposes and testifying.

Assignor hereby authorizes the Director of United States Patent and Trademark Office to

record this Assignment for the sole benefit of Assignee, its successors, assigns, and legal representatives.

CHILDREN'S MIRACLE NETWORK

By:   
\_\_\_\_\_  
Scott J. Burt  
Executive Vice President and COO

MERITAGE HOMES CORPORATION

By:   
\_\_\_\_\_  
Steven J. Hilton  
Co-Chairman and CEO