

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PH4 Corporation		06/09/2006	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Sun City Grand Community Association, Inc.		
Street Address:	19753 N. Remington Drive		
City:	Surprise		
State/Country:	ARIZONA		
Postal Code:	85374		
Entity Type:	CORPORATION: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2352276	GRANITE FALLS GOLF CLUB	
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-007		
NAME OF SUBMITTER:	/Jeffrey P. Thennisch/		
Signature:	/Jeffrey P. Thennisch/		
Date:	06/14/2006		

OP \$40.00 2352276

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Agreement") is between PH4 Corporation ("ASSIGNOR"), a Michigan corporation having a place of business at 100 Bloomfield Hills Parkway, Suite 300, Bloomfield Hills, Michigan 48034 and Sun City Grand Community Association, Inc. ("ASSIGNEE"), having an address at 19753 N. Remington Drive in Surprise, Arizona 85374.

WHEREAS, ASSIGNOR is the sole owner of all right, title and interest in and to the Mark, GRANITE FALLS GOLF CLUB, U.S. Reg. No. 2,352,276 attached at Schedule A, 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, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE all right, title and interest, in the United States, and the good will of the business symbolized by the Mark, GRANITE FALLS GOLF CLUB, including U.S. Reg. No. 2,352,276 attached at Schedule A (hereinafter "the Mark").

2. EXPENSES AND MAINTENANCE

Respecting the Mark, ASSIGNEE shall be responsible for any costs, expenses or fees necessary to maintain or continue to maintain the Mark before the U.S. Patent & Trademark Office incurred after the date of execution of this Agreement.

3. SEVERABILITY

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

4. WAIVER

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

5. APPLICABLE LAW

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

6. MODIFICATIONS

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

ASSIGNOR

By: *Jan M. Klym*

Name: *Jan M. Klym*

Title: *Asst. Secretary*

Date: *6-9-06*

ASSIGNEE

By: *Ed Harold*

Name: *ED HAROLD*

Title: *EXECUTIVE DIRECTOR*

Date: *5/24/06*

TRADEMARK ASSIGNMENT -- SCHEDULE A

U.S. Reg. No. 2,252,276 for GRANITE FALLS GOLF CLUB

Int. Cl.: 41

Prior U.S. Cls.: 100, 101, and 107

Reg. No. 2,352,276

United States Patent and Trademark Office

Registered May 23, 2000

**SERVICE MARK
PRINCIPAL REGISTER**

GRANITE FALLS GOLF CLUB

DEL WEBB CORPORATION (DELAWARE CORPORATION)
6001 N. 24TH STREET
PHOENIX, AZ 85016

FOR: GOLF CLUB SERVICES; PROVIDING TENNIS COURT AND SWIMMING FACILITIES; PROVIDING FITNESS EXERCISE FACILITIES; RECREATIONAL SERVICES IN THE NATURE OF BOWLING, BOCCIE BALL, GOLF, WALKING TRAILS, BIKING, ARTS AND CRAFTS, SHUFFLEBOARD, POOL, SPORT AND FITNESS, AND LAWN

BOWLING; PROVIDING RECREATIONAL FACILITIES; AND PROVIDING VACATION FACILITIES, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

FIRST USE 7-0-1997; IN COMMERCE 7-0-1997.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "GOLF CLUB", APART FROM THE MARK AS SHOWN.

SN 75-314,027, FILED 6-24-1997.

LAVERNE THOMPSON, EXAMINING ATTORNEY