

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Core Communities, LLC		11/29/2006	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	Columbus Communities, LLC		
Street Address:	12500 Village Ave. East		
City:	Biloxi		
State/Country:	MISSISSIPPI		
Postal Code:	39532		
Entity Type:	LIMITED LIABILITY COMPANY: MISSISSIPPI		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78194953	TRADITION	
Serial Number:	78341024	TRADITION YOUR KIND OF TOWN.	
CORRESPONDENCE DATA			
Fax Number:	(504)566-4059		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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Correspondent Name:	Duris L. Holmes		
Address Line 1:	755 Magazine St.		
Address Line 4:	New Orleans, LOUISIANA 70130		
ATTORNEY DOCKET NUMBER:	00406-00002		
NAME OF SUBMITTER:	Duris L. Holmes		
Signature:	/duris l. holmes/		

OP \$65.00 78194953

Date:

02/14/2007

Total Attachments: 27

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SETTLEMENT AND EXCLUSIVE TRADEMARK LICENSE AGREEMENT

THIS SETTLEMENT AND EXCLUSIVE TRADEMARK LICENSE AGREEMENT ("Agreement") is entered into this 29th day of November 2006, by and between CORE COMMUNITIES, LLC, a Florida limited liability company having its principal place of business in Port St. Lucie, Florida ("Core"), COLUMBUS COMMUNITIES, LLC, a Mississippi limited liability company having its principal place of business in New Orleans, Louisiana ("Columbus"), TRADITION COMMUNITY DEVELOPMENT CORPORATION, formerly a Mississippi Corporation having its principal place of business in New Orleans, Louisiana ("TCDC"), and TRADITION PROPERTIES, INC., a Mississippi Corporation having its principal place of business in Harrison County, Mississippi near Biloxi ("TPI"). For convenience, Columbus, TCDC, and TPI are hereinafter referred to as "The Columbus Entities," and together with Core, are hereinafter referred to as the "Parties," or in the singular, "Party."

RECITALS

WHEREAS, on December 13, 2002, Core filed with the United States Patent and Trademark Office ("PTO") a trademark application (Application Serial No. 78194953) seeking federal registration of the mark "TRADITION" (hereinafter "Core's Tradition Mark"); and

WHEREAS, on August 14, 2003, Core applied for and was granted a Florida state registration of the word mark "TRADITION" by the Division of Corporations of the State of Florida (hereinafter "Core's Florida Tradition Mark"); and

WHEREAS, on December 12, 2003, Core filed with the PTO a trademark application (Application Serial No. 78341024) seeking federal registration of the mark "TRADITION YOUR KIND OF TOWN and Design" (hereinafter "Core's Tradition & Design Mark"), which mark has the word "TRADITION" superimposed over a rendering of a community tower icon with the term "Your Kind of Town" written below; and

WHEREAS, on March 20, 2003, Columbus filed with the PTO a trademark application (Application Serial No. 76498958) seeking federal registration of the mark "A NEW HOMETOWN - TRADITION - HONORING THE PAST, EMBRACING THE FUTURE" (hereinafter, "Columbus' Tradition & Design Mark"); and

WHEREAS, on April 14, 2004, Columbus filed with the United States Trademark Trial and Appeal Board a Notice of Opposition to Core's December 13, 2002 trademark application for the mark "TRADITION" claiming that, *inter alia*, Columbus had used Columbus' Tradition & Design Mark in commerce earlier in time than Core had used Core's Tradition Mark, that Columbus had superior rights in the use of the mark "Tradition" in the classes of trade in which Core had applied for registration of Core's Tradition Mark, and that a federal registration for Core's Tradition Mark should not issue; and

WHEREAS, on October 12, 2004, Core filed a Complaint For Declaratory and Other Relief against Columbus styled *CORE COMMUNITIES, LLC v. COLUMBUS COMMUNITIES,*

LLC, Case No. 1:04-CV-770 in the United States District Court For The Southern District Of Mississippi (the "Litigation"), in which Core sought, *inter alia*, a declaration from the Court that Core possessed rights in its Tradition marks that are senior and superior to Columbus; and

WHEREAS, on December 6, 2004, Columbus filed an Answer and Counterclaim in the litigation and, on April 23, 2005, the Columbus Entities filed an Amended Answer and Amended Counterclaim for the Columbus Entities denying, *inter alia*, that Core possessed senior or superior rights to the Columbus Entities and claiming, *inter alia*, that the Columbus Entities possessed senior and superior rights to Core in the use of "Tradition" in the classes of trade in which Core had applied for registration of Core's Tradition Mark; and

WHEREAS, following extensive discovery in the Litigation, the parties have engaged in substantial negotiations and desire to resolve and settle finally their dispute by entering into this Agreement; and

WHEREAS, the Parties desire to reduce this Agreement to writing and bind themselves as set forth herein.

NOW, THEREFORE, in order to consummate the intent of the Parties as set forth in the foregoing Recitals, each of which are made a contractual part of this Agreement, and in consideration of the mutual agreements, covenants, promises, provisions, obligations, and warranties set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties intending to be legally bound hereby agree as follows:

AGREEMENT

1. EFFECTIVE DATE

Contingent upon the entry of the final judgment in the Litigation referenced in Paragraph 10.1 herein, this Agreement shall be deemed effective as of the date set forth above, which shall be the date upon which the last of the signatories to this Agreement executes this Agreement ("EFFECTIVE DATE").

2. DEFINITIONS

2.1 **CORE'S EXCLUSIVE TERRITORY** means the following states and counties:

Connecticut	New Hampshire	South Carolina
Delaware	New Jersey	Vermont
Florida	New York	Virginia
Maine	North Carolina	Washington. D.C.
Maryland	Pennsylvania	
Massachusetts	Rhode Island	

The following Georgia counties:

Appling
Bacon
Banks
Barrow
Brantley
Bryan
Bulloch
Camden
Candler
Charlton
Chatham
Clarke
Effingham
Elbert
Emanuel

Evans
Franklin
Glynn
Greene
Gwinnett
Habersham
Hall
Hart
Jackson
Jenkins
Johnson
Liberty
Lincoln
Long
McIntosh

Madison
Oconee
Oglethorpe
Pierce
Rabun
Screven
Stephens
Taliaferro
Tattnall
Toombs
Towns
Ware
Wayne
White
Wilkes

2.2 **COLUMBUS' EXCLUSIVE TERRITORY** means the following states and counties:

Alabama
Alaska
Arizona
Arkansas
California
Colorado
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas

Kentucky
Louisiana
Michigan
Minnesota
Missouri
Mississippi
Montana
Nebraska
Nevada
New Mexico
North Dakota
Ohio

Oklahoma
Oregon
South Dakota
Tennessee
Texas
Utah
Washington
West Virginia
Wisconsin
Wyoming

The following Georgia counties, which the Parties intend to embrace any county in Georgia not included in CORE'S EXCLUSIVE TERRITORY:

Atkinson
Baker
Baldwin
Bartow
Ben Hill
Berrien
Bibb
Bleckley
Brooks
Burke
Butts
Calhoun

Carroll
Catoosa
Chattahoochee
Chattooga
Cherokee
Clay
Clayton
Clinch
Cobb
Coffee
Colquitt
Columbia

Cook
Coweta
Crawford
Crisp
Dade
Dawson
Decatur
DeKalb
Dodge
Dooly
Dougherty
Douglas

Early	Lowndes	Seminole
Echols	Lumpkin	Spalding
Fannin	Macon	Stewart
Fayette	Marion	Sumter
Floyd	McDuffie	Talbot
Forsyth	Meriwether	Taylor
Fulton	Miller	Telfair
Gilmer	Mitchell	Terrell
Glascok	Monroe	Thomas
Gordon	Montgomery	Tift
Grady	Morgan	Treutlen
Hancock	Murray	Troup
Haralson	Muscogee	Turner
Harris	Newton	Twiggs
Heard	Paulding	Union
Henry	Peach	Upson
Houston	Pickens	Walker
Irwin	Pike	Walton
Jasper	Polk	Warren
Jeff Davis	Pulaski	Washington
Jefferson	Putnam	Webster
Jones	Quitman	Wheeler
Lamar	Randolph	Whitfield
Lanier	Richmond	Wilcox
Laurens	Rockdale	Wilkinson
Lee	Schley	Worth

2.3 **JOINT ADVERTISING TERRITORY** means

Arizona	Nevada	Pennsylvania
Georgia	New York	Texas

The following Florida counties:

Escambia	Holmes	Hillsborough
Santa Rosa	Washington	Pinellas
Okaloosa	Bay	Manatee
Walton	Pasco	Sarasota.

2.4 **LICENSED TRADEMARK RIGHTS** means all of the Columbus Entities' right, title and interest in: (1) Columbus' Tradition & Design Mark, and any applications relating to said mark; (2) Core's Tradition Mark and Core's Tradition & Design Mark, as well as in the pending applications for those marks, as assigned and transferred to Columbus pursuant to this Agreement; and (3) any existing or future common law or other rights of the Columbus Entities to the word "Tradition."

2.5 **AFFILIATE** means, with respect to each party, any business entity more than 50% owned directly or indirectly by that Party, any business entity that owns, directly or indirectly, more than 50% of any Party, and any business entity that is more than 50% owned, directly or indirectly, by a business entity that owns more than 50% of any Party. Where the phrase "third party" is used in this Agreement, it shall be construed to exclude AFFILIATES.

2.6 **AUTHORIZED DIRECT MAIL** means a marketing program or campaign of printed matter, electronic media (such as tapes, compact disks, DVDs), or comparable tangible materials distributed through the United States Postal Service, regardless of the class of mailing, and promoting a master planned community developed by the sender, but subject to the following restrictions:

- (a) The addressees are selected from the population at large based on demographic, economic, lifestyle, propensity to purchase housing, recreational preference, location preference, or similar criteria relevant to the sender's master planned community;
- (b) The concentration of addressees in the sender's exclusive territory is at least as great as that in the other party's exclusive territory;
- (c) The sender excludes from any direct mailing any addressees located in a county identified under Paragraphs 5.5 or 5.6;
- (d) The materials prominently and clearly identify the geographic territory in which the sender's community is located, and further contains a readable disclaimer stating that "THIS PROJECT IS NOT AFFILIATED WITH ANY OTHER 'TRADITION' DEVELOPMENT LOCATED OUTSIDE THE STATE(S) OF [state(s) where sender has projects(s)] AND IS NOT SPONSORED BY, DEVELOPED BY OR AFFILIATED WITH [non-sender's name]," or words of substantially similar substance; and
- (e) The materials meet high standards of style, appearance, and quality as to present the community in a first class light and to protect and enhance the Tradition mark and its goodwill. The Parties acknowledge and agree that their respective marketing materials to date satisfy these standards, and that any AUTHORIZED DIRECT MAIL materials will be of an equal or better quality.

2.7 **TRADITION MARK(S)** means any trade or service mark using the word "Tradition," using any of the design, phrase, or slogan elements of either Core's Tradition & Design Mark or Columbus' Tradition & Design Mark, or using any mark confusingly similar to either.

3. WARRANTIES

3.1 The Columbus Entities represent and warrant that, as of the EFFECTIVE DATE:

- (a) Columbus is the sole owner of the entire right, title, and interest in and to Columbus' Tradition & Design Mark, that such mark is valid and enforceable, and that they have utilized said mark in commerce at least as early as January of 2000;
- (b) They have the right and power to grant the licenses granted herein and that there are no other agreements with any other party in conflict herewith;
- (c) The licensed rights granted herein do not infringe any valid right of any third party;
- (d) They have not granted and will not grant any other license to the LICENSED TRADEMARK RIGHTS for use in CORE'S EXCLUSIVE TERRITORY or the JOINT ADVERTISING TERRITORY to any third party;
- (e) They have the requisite corporate authority to enter into this Agreement and they have obtained all consents required or necessary to do so.

3.2 Core represents and warrants that, as of the EFFECTIVE DATE:

- (a) It is the sole owner of the entire right, title, and interest in and to Core's Tradition Mark;
- (b) It is the sole owner of the entire right, title, and interest in and to Core's Tradition & Design Mark;
- (c) It has the right and power to grant the rights granted herein and that there are no other agreements with any other party in conflict herewith;
- (d) Any licensed rights granted herein by it do not infringe any valid right of any third party;
- (e) It has not granted and will not grant any other license to Core's Tradition Mark and Core's Tradition & Design Mark, except as provided in this Agreement;
- (f) It has the requisite corporate authority to enter into this Agreement and it has obtained all consents required or necessary to do so.

4. ASSIGNMENT OF CORE'S TRADEMARK APPLICATIONS TO COLUMBUS

4.1 Subject to the licensing provisions set forth in Section 5 below, and as limited by the other provisions set forth below, Core hereby assigns and transfers to Columbus all of its right, title and interest in Core's Tradition Mark and Core's Tradition & Design Mark, as

well as in the pending applications for those marks. Columbus shall, at its own expense, withdraw its pending oppositions to those applications, take over the prosecution of those pending applications, and shall use its best efforts to ensure that the applications for those marks are diligently prosecuted to conclusion and issuance of certificates of registration. Upon issuance of such registrations, Columbus shall also at its own expense take all reasonable steps to diligently ensure that such registrations are maintained, including without limitation filing all statements of continued use and applications for renewal, and shall defend such registrations from attack in any cancellation proceeding or other proceeding affecting ownership, enforceability or validity. Core shall cooperate fully with Columbus as reasonably required to prosecute, maintain, or defend the registrations, by permitting access to all relevant personnel, and relevant non-privileged records, papers, information, samples, specimens, etc. within its control, during regular business hours. Without diminishing or altering in any way Columbus' obligations under this paragraph, in no event shall Columbus discontinue its diligent prosecution of the aforementioned applications or maintenance of the aforementioned registrations without first transferring to Core, without any additional payment by Core, all of Columbus' right, title and interest in the applications or registrations. In the event that Columbus fails to fulfill its obligations under this paragraph, all of Columbus' right, title and interest in the aforementioned applications or registrations shall be automatically transferred to Core by operation of this agreement, subject to the requirements of Paragraph 4.3.

4.2 Columbus shall use its best efforts to ensure that its pending application for Columbus' Tradition & Design Mark, and any applications relating thereto, are diligently prosecuted to conclusion. Columbus shall also at its own expense take all reasonable steps, and proceed with all appropriate diligence, to ensure that final registrations issue for that mark and any related "Tradition" marks. Upon issuance of such registrations, Columbus shall take all reasonable steps to diligently ensure that such registrations are maintained, including without limitation filing all statements of continued use and applications for renewal, and shall defend such registrations from attack in any cancellation proceeding or other proceeding affecting ownership, enforceability or validity. Without diminishing or altering in any way Columbus' obligations under this paragraph, in no event shall Columbus discontinue its diligent prosecution of the aforementioned applications or maintenance of the aforementioned registrations without first transferring to Core, without any additional payment by Core, all of Columbus' right, title and interest in the applications or registrations, if issued. In the event that Columbus fails to fulfill its obligations under this paragraph, all of Columbus' right, title and interest in the aforementioned applications or registrations shall be automatically transferred to Core by operation of this agreement, subject to the requirements of Paragraph 4.3.

4.3 As conditions precedent to the transfer to Core by operation of this agreement described in Paragraphs 4.1 and 4.2, Core shall first notify Columbus by registered mail of its intent to effectuate a transfer, and shall describe in that notice the failure that it alleges justifies the transfer. The transfer by operation of this agreement shall not take place until after thirty (30) days from Columbus' receipt of the notice. During that thirty (30) days, the parties shall, in good faith, attempt to resolve the alleged failure consensually, but failure

to do so shall not stay the transfer by operation of this agreement, nor shall it diminish Columbus' rights to challenge and defend against Core's allegations of failure.

- 4.4 If the transfer described in the preceding three paragraphs occurs, the Columbus Entities may continue to use the Columbus Tradition Mark & Design with respect to developments within COLUMBUS' EXCLUSIVE TERRITORY to the extent that it was in use by the Columbus Entities at the time Core issued its notice.
- 4.5 Notwithstanding anything to the contrary herein, Core does not assign or transfer to any of the Columbus Entities, and none of the Columbus Entities shall have any license to, or any right, title or interest in, Core's Florida Tradition Mark, or any other mark owned by or assigned to Core (including, without limitation, Core's "Tradition" and "Tradition Field" marks registered for use in International Class 041, bearing registration numbers 3056379 and 2999160, respectively) other than Core's Tradition Mark and Core's Tradition & Design Mark. However, in recognition of the rights granted elsewhere in this Agreement to the Columbus Entities for certain advertising rights in Florida for Columbus' master-planned community located in Mississippi, Core agrees that its retention of its interest in Core's Florida Tradition Mark shall not limit the Columbus Entities' exercise of such rights.
- 4.6 Notwithstanding Core's rights in its "Tradition" and "Tradition Field" marks bearing registration numbers 3056379 and 2999160, respectively, Core covenants not to assert those marks against the Columbus Entities or their AFFILIATES based upon their use of TRADITION MARKS to identify facilities or amenities serving master planned communities actually developed by them in COLUMBUS' EXCLUSIVE TERRITORY such as golf courses, tennis centers, fitness centers, spas, parks and playgrounds, swimming pools, lakes, and nature trails, provided that the Columbus Entities do not name any such facility or amenity "Tradition Field," which they agree herein not to do, and further provided that none of the Columbus entities utilize any of the TRADITION MARKS, or any mark confusingly similar thereto, in connection with entertainment services, namely, providing stadium and athletic field facilities for sporting and entertainment events.

5. LICENSE

- 5.1 Contingent upon the payment by Core of the License Fee due under Section 6 of this Agreement, Columbus and, to the extent necessary to fully effectuate this Agreement the Columbus Entities, hereby grant to Core and its AFFILIATES an exclusive, perpetual license to the LICENSED TRADEMARK RIGHTS throughout CORE'S EXCLUSIVE TERRITORY and the JOINT ADVERTISING TERRITORY, reserving unto the Columbus Entities and their AFFILIATES the concurrent use of the LICENSED TRADEMARK RIGHTS in the JOINT ADVERTISING TERRITORY, subject to the provisions of Paragraph 7 of this Agreement.

- 5.2 Core shall be freely permitted to grant sublicenses to the LICENSED TRADEMARK RIGHTS for usage anywhere in CORE'S EXCLUSIVE TERRITORY and the JOINT ADVERTISING TERRITORY, provided that in connection with any such sublicense it requires the sublicensee to be bound by the terms of this License Agreement.
- 5.3 Neither the Columbus Entities nor their AFFILIATES shall develop any master planned community or other real estate project in any way utilizing the name "Tradition" in any location within CORE'S EXCLUSIVE TERRITORY. Neither Core, its AFFILIATES, nor sublicensees shall develop any master planned community or other real estate project in any way utilizing the name "Tradition" in any location within COLUMBUS' EXCLUSIVE TERRITORY. Nothing in this Agreement, or in the licenses granted hereunder, however, shall be construed to prohibit any of the Parties or their AFFILIATES from engaging in the business of real estate development or related activities anywhere in the country utilizing trademarks, tradenames or advertising materials that are not the same or confusingly similar to any trademarks, tradenames or advertising materials encompassed within the LICENSED TRADEMARK RIGHTS. Notwithstanding anything to the contrary herein, nothing in this Agreement shall be construed to in any way limit or prevent Core or its AFFILIATES from utilizing the marks "Tradition" or "Tradition Field" in connection with any issued trademark registration (or pending application therefore) in International Class 041 or related classes of trade for entertainment services, namely, providing stadium and athletic field facilities for sporting and entertainment events.
- 5.4 Subject to Paragraph 2.6 and its subparts, the Columbus Entities hereby additionally grant to Core and its AFFILIATES an exclusive, perpetual license to engage in AUTHORIZED DIRECT MAIL throughout COLUMBUS' EXCLUSIVE TERRITORY, and Core hereby grants to the Columbus Entities (and their AFFILIATES) an exclusive, perpetual license to engage in AUTHORIZED DIRECT MAIL throughout CORE'S EXCLUSIVE TERRITORY.
- 5.5 The parties mutually acknowledge that they (or their AFFILIATES) each have developments identified by TRADITION MARKS in the following counties:
- Core:** St. Lucie County, Florida; Jackson County, Georgia; and Jasper County, South Carolina
- Columbus Entities:** Harrison County, Mississippi
- 5.6 Either Party may expand the list of counties excluded from AUTHORIZED DIRECT MAIL by notifying the other of:
- (a) An actual development identified or to be identified by a TRADITION MARK that has been issued a permit by a cognizant public entity in a specific county or counties; or

- (b) An intent to develop in a specific county or counties, provided that the notifying party (i) owns or has an enforceable right to purchase property in that county; (ii) has a bona fide plan to develop that property into a master planned community using a TRADITION MARK, and (iii) has either publicly announced the development using a TRADITION MARK, or has a bona fide plan to do so with in 60 days.

6. LICENSE FEE

- 6.1 Within ten (10) days of the EFFECTIVE DATE, Core shall pay Columbus a one time "License Fee" of One Hundred Thousand dollars (US \$100,000.00), representing Core's full and final consideration for the License and other rights provided by the Columbus entities to Core under this Agreement.

7. ADVERTISING AND QUALITY

- 7.1 Except as specifically set forth in paragraph 5.4 above (relating to AUTHORIZED DIRECT MAIL) and in paragraph 7.2 below, neither Core nor its AFFILIATES shall engage in advertising utilizing the LICENSED TRADEMARK RIGHTS within COLUMBUS' EXCLUSIVE TERRITORY, and neither the Columbus Entities nor their AFFILIATES shall engage in advertising utilizing the LICENSED TRADEMARK RIGHTS within CORE'S EXCLUSIVE TERRITORY.
- 7.2 Each Party may engage in advertising utilizing the LICENSED TRADEMARK RIGHTS in national publications, national broadcast media, on the Internet, and in the JOINT ADVERTISING TERRITORY, provided any such advertising includes language prominently and clearly identifying the territory wherein goods or services are provided in connection with the LICENSED TRADEMARK RIGHTS. By way of example, any nationwide, Internet or JOINT ADVERTISING TERRITORY advertising by Columbus for its Mississippi Tradition project shall make clear that the project is located in Mississippi, and shall further contain a readable disclaimer stating that "THIS PROJECT IS NOT AFFILIATED WITH ANY OTHER 'TRADITION' DEVELOPMENT LOCATED OUTSIDE THE STATE OF MISSISSIPPI AND IS NOT SPONSORED BY, DEVELOPED BY OR AFFILIATED WITH CORE COMMUNITIES LLC" or words of substantially similar substance. Similarly, any nationwide, Internet or JOINT ADVERTISING TERRITORY advertising by Core for its Florida Tradition project shall make clear that the project is located in Florida, and shall further contain a readable disclaimer stating that "THIS PROJECT IS NOT AFFILIATED WITH ANY 'TRADITION' DEVELOPMENT LOCATED IN THE STATE OF MISSISSIPPI AND IS NOT SPONSORED BY, DEVELOPED BY OR AFFILIATED WITH COLUMBUS COMMUNITIES LLC" or words of substantially similar substance. Such a disclaimer shall appear on the "contact" page of each Parties' respective websites, and shall also appear in any advertising by a Party that is reasonably likely to be viewed by a significant number of the consuming public located in the other Party's exclusive territory or in the JOINT ADVERTISING TERRITORY. The parties shall implement the changes required

by this paragraph to their respective websites and to their respective advertising materials within thirty (30) days from the EFFECTIVE DATE.

- 7.3 Core agrees that in connection with its advertising or other utilization of the LICENSED TRADEMARK RIGHTS, it will not utilize the tag line or phrase "A NEW HOMETOWN – HONORING THE PAST, EMBRACING THE FUTURE," nor shall Core utilize a picture or rendering of a gazebo similar to the one utilized by the Columbus Entities as reflected in the specimen attached hereto as Exhibit A. Columbus agrees that in connection with its advertising or other utilization of the LICENSED TRADEMARK RIGHTS, it will not utilize the tag line or phrase "Your Kind of Town," nor shall the Columbus Entities utilize a picture or rendering of a community tower icon similar to the one utilized by Core as reflected in the specimen attached hereto as Exhibit B.
- 7.4 Core and the Columbus Entities agree that their respective utilization of the LICENSED TRADEMARK RIGHTS shall be of high standard and of such style, appearance and quality as to be adequate and suited to their exploitation to the best advantage and to the protection and enhancement of the LICENSED TRADEMARK RIGHTS and the goodwill pertaining thereto. The Parties acknowledge and agree that their respective utilization to date satisfies the aforementioned standards, and that similar utilization in the future will likewise satisfy these standards.
- 7.5 The Parties mutually acknowledge that some broadcast media, newspaper, and similar advertising originating in their respective exclusive territories or in the JOINT ADVERTISING TERRITORY may incidentally spill over into the other's exclusive territory due to the configuration of market areas and geographic proximity. The Parties agree that such incidental spill over does not violate this Agreement, provided that such spillover is in fact incidental and not the intended result of the party whose advertising is at issue.
- 7.6 The Parties mutually acknowledge that Core or its AFFILIATES have entered into naming rights and advertising agreements with St. Lucie County and the New York Mets. This Agreement is not intended to, and shall not, apply to or limit any of the activities governed by those agreements, nor the rights and obligations of the parties under those agreements.

8. REPORTS OF TRADEMARK PROSECUTION AND MAINTENANCE

- 8.1 Columbus shall timely provide Core with written reports of all material developments in connection with the prosecution and maintenance of the LICENSED TRADEMARK RIGHTS.

9. INFRINGEMENT BY THIRD PARTIES

- 9.1 If either Party becomes aware of an infringement of any LICENSED TRADEMARK RIGHTS by any third party, that Party shall promptly notify the other Party of such

infringement. Within ten (10) business days of such notification, the parties will confer as to how they wish to proceed with respect to the infringement.

- (a) If the infringement is occurring within CORE'S EXCLUSIVE TERRITORY, the parties may jointly proceed to enforce the LICENSED TRADEMARK RIGHTS. Unless the parties agree otherwise, each party shall be entitled to be represented by their own counsel, at their own expense, in any joint action to enforce the LICENSED TRADEMARK RIGHTS. If no Columbus Entity wishes to participate in the enforcement of the LICENSED TRADEMARK RIGHTS, Core may seek to enforce the LICENSED TRADEMARK RIGHTS in its own name, at its own expense. In any action or effort to enforce the LICENSED TRADEMARK RIGHTS with respect to infringement occurring within CORE'S EXCLUSIVE TERRITORY in which Core participates in such enforcement, either unilaterally or jointly with Columbus or any of the Columbus entities, Core shall be entitled to retain for itself 100% of any monetary recovery obtained in such dispute. If Core does not choose to participate in the enforcement of the LICENSED TRADEMARK RIGHTS, any Columbus Entity may seek to enforce the LICENSED TRADEMARK RIGHTS in its own name, at its own expense, and shall be entitled to retain for itself 100% of any monetary recovery obtained in such dispute.
- (b) If the infringement is occurring in COLUMBUS' EXCLUSIVE TERRITORY, the Columbus Entities shall have the right, but not the obligation, to seek to enforce the LICENSED TRADEMARK RIGHTS unilaterally; provided, however, that if Core reasonably believes that the infringement is causing or may cause harm to Core it may join in any such enforcement action instituted by Columbus, with its own counsel at its own expense. If no Columbus Entity decides to institute any such infringement action, but Core reasonably believes that the infringement is causing harm to Core, Core may institute its own enforcement action in its own name against the infringer, and in the event of such a situation Columbus hereby assigns Core all necessary rights in the LICENSED TRADEMARK RIGHTS to do so. In any action or effort to enforce the LICENSED TRADEMARK RIGHTS with respect to infringement occurring in COLUMBUS' EXCLUSIVE TERRITORY in which any Columbus Entity participates in such enforcement, either unilaterally or jointly with Core, the Columbus Entity shall be entitled to retain for itself 100% of any monetary recovery obtained in such dispute. If Columbus does not choose to participate in the enforcement of the LICENSED TRADEMARK RIGHTS, and Core seeks to enforce the LICENSED TRADEMARK RIGHTS unilaterally, Core shall be entitled to retain for itself 100% of any monetary recovery obtained in such dispute.
- (c) In any case where one of the parties to this Agreement seeks to enforce the LICENSED TRADEMARK RIGHTS, it may not settle the dispute in any way that reduces, impairs or diminishes any of the rights of the other party under this

Agreement, without first obtaining the written consent of the other party, which consent may not unreasonably be withheld.

- (d) Notwithstanding the notification period described in this Paragraph 9.1, if any party reasonably deems the LICENSED TRADEMARK RIGHTS to be in danger of irreparable damage if immediate action were not taken, any Party may institute such action as is necessary to protect the LICENSED TRADEMARK RIGHTS, including seeking a temporary restraining order or other injunctive relief.
- 9.2 The Parties agree to cooperate fully with each other in any effort to enforce LICENSED TRADEMARK RIGHTS against any third-party infringer including, but not limited to, permitting access to all relevant personnel, and relevant non-privileged records, papers, information, samples, specimens, etc., during regular business hours, as well as appearing as an additional party in any litigation brought against third parties to enforce the LICENSED TRADEMARK RIGHTS to the extent necessary to ensure that the Party instituting such litigation is not precluded from doing so.

10. DISMISSAL OF LITIGATION AND MUTUAL RELEASES

- 10.1 Within five (5) days of the EFFECTIVE DATE, the Parties shall jointly submit to the Court presiding over the Litigation a Joint Motion and Stipulation for Entry of Final Judgment substantially in the form attached as Exhibit C hereto. Each Party agrees to bear its own fees and costs in the Litigation, and no Party shall make a request to the Court for attorney's fees or costs arising out of the Litigation.
- 10.2 **Release by Core.** Effective upon entry of the final judgment described in paragraph 10.1, Core and its AFFILIATES hereby release, acquit, forgive, and forever discharge the Columbus Entities, their AFFILIATES, and permitted assigns, of and from any and all claims, demands, agreements, causes of action, damages, or suits at law and equity of whatsoever kind or nature, whether accrued or unaccrued, whether known or unknown, contingent or liquidated, that Core has or ever had from the beginning of the world to the day of this Agreement, that arise out of or relate to the LICENSED TRADEMARK RIGHTS or that were or could have been asserted by Core in the Litigation, including any claim for fraud in the inducement of this release; provided, however, that nothing herein shall constitute a release or discharge of any obligations or duties set forth in this Agreement.
- 10.3 **Release by the Columbus Entities.** Effective upon entry of the final judgment described in paragraph 10.1, the Columbus Entities and their AFFILIATES hereby release, acquit, forgive, and forever discharge Core, its AFFILIATES, and permitted assigns, of and from any and all claims, demands, agreements, causes of action, damages, or suits at law and equity of whatsoever kind or nature, whether accrued or unaccrued, whether known or unknown, contingent or liquidated, that the Columbus entities have or ever had from the beginning of the world to the day of this Agreement, that arise out of or relate to the

LICENSED TRADEMARK RIGHTS or that were or could have been asserted by the Columbus entities in the Litigation, including any claim for fraud in the inducement of this release; provided, however, that nothing herein shall constitute a release or discharge of any obligations or duties set forth in this Agreement.

11. ASSIGNMENT

- 11.1 This Agreement shall be freely assignable by Core to any of its AFFILIATES, companies under its control, or to any successor-in-interest in the event of a merger, consolidation, recapitalization or similar transaction, or in the event of a sale or disposition of substantially all of its assets or a majority of its voting securities. This Agreement shall be assignable by Core to any third party only with the written consent of Columbus, which consent shall not be unreasonably withheld. With respect to any request for such consent, if Columbus does not respond to such request within ten (10) business days from the date such request is received from Core, then such consent shall be deemed granted. Any assignee of Core shall agree to be bound by all of Core's obligations under this Agreement.
- 11.2 This Agreement shall be freely assignable by the Columbus Entities to any of their AFFILIATES, companies under their control, or to any successor-in-interest in the event of a merger, consolidation, recapitalization or similar transaction, or in the event of a sale or disposition of substantially all of their respective assets or a majority of their respective voting securities. This Agreement shall be assignable by the Columbus Entities to any third party only with the written consent of Core, which consent shall not be unreasonably withheld. With respect to any request for such consent, if Core does not respond to such request within ten (10) business days from the date such request is received from Columbus, then such consent shall be deemed granted. Any assignee of the Columbus Entities shall agree to be bound by all of the Columbus Entities' obligations under this Agreement.
- 11.3 This Agreement shall be binding on the Parties, and their respective permitted assigns, successors, and/or sublicensees. Notice of any assignment or sublicense under this Agreement shall be provided to the other party within ten (10) business days of the effective date of any such assignment.
- 11.4 Notwithstanding anything herein to the contrary, any Party may assign or pledge its interest in this Agreement to a lender as security for a loan or other financing transaction without obtaining consent from the other Party, and in such event shall not be required to notify the other Party of such assignment unless and until such lender forecloses on such security. In the event of such an assignment, the lender shall be bound by this Agreement only upon the exercise of its interest in the Agreement.

12. TERM AND TERMINATION

- 12.1 The term of this Agreement is from the EFFECTIVE DATE to the full end of the term or terms for which LICENSED TRADEMARK RIGHTS have not expired or been declared

invalid or unenforceable. If the LICENSED TRADEMARK RIGHTS are declared invalid or unenforceable in a particular jurisdiction or geographic locale on the basis of a third party's superior common law rights, then the term of this Agreement shall expire only as to that specific jurisdiction or geographic locale and shall remain in full force and effect with respect to all other applicable jurisdictions and geographic locales.

12.2 This Agreement will terminate earlier than as set forth in Paragraph 12.1:

- (a) if any Columbus Entity materially breaches or defaults on its obligations under this Agreement, upon thirty (30) days written notice from Core setting forth a detailed explanation of the perceived material breach or default, unless, before the end of the thirty (30) day period, the breaching Columbus entity has cured the breach or default and so notifies Core of the manner of the cure; provided, however, that if there is a bona fide dispute between the Columbus entities and Core regarding whether or not a material breach has been made, this Agreement will remain in full force and effect until that dispute has been finally resolved; or
- (b) at any time by mutual written agreement of the Parties, subject to any terms herein which survive termination.

12.3 If this License Agreement is terminated for any cause, nothing herein will be construed to release either Party from any obligation matured prior to the effective date of the termination. Additionally, if this Agreement is terminated pursuant to Paragraph 12.2(a), the Columbus Entities' obligations and Core's rights in Sections 4, 5, 7, 8, and 10 shall survive such termination and shall remain in full force and effect, except that in such event Core shall be permitted to utilize AUTHORIZED DIRECT MAIL in any state or county in the country except such county or counties in which Columbus has actually developed a Tradition master planned community. Further, the rights and obligations of all Parties under Section 9 (Infringement by Third Parties) and Section 11 (Assignment) shall survive such termination. Additionally, if this Agreement is terminated for any reason other than Core's failure to pay the License Fee described in Section 6 of this Agreement, Core's rights in Sections 4, 5, 7, 8, and 10 shall survive such termination and shall remain in full force and effect, and the Columbus entities shall be deemed to have transferred to Core all of their right, title and interest in the LICENSED TRADEMARK RIGHTS for use in CORE'S EXCLUSIVE TERRITORY and the JOINT ADVERTISING TERRITORY (including the right to re-register in Core's name any marks encompassed within the LICENSED TRADEMARK RIGHTS should Columbus fail to maintain such registrations), and the Columbus Entities shall thereafter refrain from utilizing any of the LICENSED TRADEMARK RIGHTS anywhere in CORE'S EXCLUSIVE TERRITORY or the JOINT ADVERTISING TERRITORY. However, the Columbus Entities shall retain their rights to Columbus' Tradition & Design Mark within COLUMBUS' EXCLUSIVE TERRITORY, and should Core re-register any marks encompassed within the LICENSED TRADEMARK RIGHTS in its own name, Core hereby grants the Columbus Entities the exclusive right to use Columbus' Tradition & Design Mark within COLUMBUS' EXCLUSIVE TERRITORY.

- 12.4 In the event that any Columbus Entity claims that Core is in breach of any provision of this Agreement by Core, with the exception of a breach by Core of its obligation to pay Columbus the License Fee pursuant to Section 6 of this Agreement, the Columbus Entity's sole remedies shall be for specific performance and/or money damages, and shall in no circumstance be entitled to terminate the licenses granted to Core under this Agreement. If any Columbus Entity believes that Core is in breach of or in default under any provision of this Agreement, it must, as a condition precedent to the bringing of any action asserting such breach or default, provide Core with a written notice setting forth a detailed explanation of the perceived breach or default, and provide Core thirty (30) days from the date of Core's receipt of such written notice to cure such perceived breach or default.
- 12.5 Neither consequential nor punitive damages shall be recoverable by any Party in any litigation asserting a breach of this Agreement. In avoidance of doubt, the Parties mutually acknowledge that the recovery of lost profits directly attributable to a breach of this agreement is not barred by the consequential damages prohibition in this paragraph, subject to competent and legally sufficient proof thereof.

13. AGREEMENTS RELATING TO CONSIDERATION

- 13.1 The Parties acknowledge and agree that the mutual agreements, covenants, promises, provisions, obligations, and warranties under this Agreement constitute full, fair, and valuable consideration for the transfers, transactions, and releases required of and by the Parties pursuant to the provisions of this Agreement, and that by virtue of the above-referenced consideration the Parties have received reasonably equivalent value in exchange for their agreements, covenants, promises, provisions, obligations, and warranties under the Agreement. The Parties acknowledge and agree that each has received and reviewed a copy of the Agreement in the presence of their respective, independent counsel retained by them, and that this Agreement has been fully negotiated between them. Each Party understands the purpose, tenor, and effect of the Agreement, and has entered into the Agreement freely and voluntarily.

14. GENERAL

- 14.1 This Agreement contains the entire agreement of the Parties relating to the subject matter thereof and supersede all negotiations, tentative agreements, representations, commitments or arrangements made prior to the date hereof. All prior agreements relating to such subject matter are merged into this Agreement and all representations and warranties, if any, whether oral or written, are hereby disclaimed and disavowed unless expressly reiterated in this Agreement
- 14.2 The Agreement may not be amended or modified except in writing signed by each of the Parties hereto.

- 14.3 Any notice required by this Agreement must be given by (1) email or facsimile transmission confirmed by personal or overnight courier delivery, or (2) by prepaid, first class, certified mail, return receipt requested, addressed in the case of Core to:

Core Communities LLC
Tradition Station, Suite 201
10521 SW Village Center Drive
Port St. Lucie, FL 34987

ATTN: Paul J. Hegener
Email: phegener@corecommunities.com
Phone: (772) 340-3500
Fax: (772) 340-3718

with copies to:

J. Paul Fanning
Corporate Counsel
Core Communities, LLC
Tradition Station, Suite 201
10521 SW Village Center Drive
Port St. Lucie, FL 34987

Phone: (772) 340-3500
Fax: (772) 340-3718
Email: pfanning@corecommunities.com

and

Jay B. Shapiro
Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
150 West Flagler Street
Miami, FL 33130

Phone: (305) 789-3229
Fax: (305) 789-3395
Email: jshapiro@swwwas.com

or in the case of the Columbus Entities to:

Joseph C. Canizaro
Columbus Communities LLC
909 Poydras St., Suite 1700
New Orleans, LA 70112
Phone: 504/584-5034
Fax: 504/584-5005

with copies to:

Gerald Blessey
Columbus Communities, LLC
12500 Village Ave. East
Biloxi, MS 39532

Email: gblessey@traditionms.com
Phone: (228) 396-9622
Fax: (228) 396-8597

or to the registered agent of Columbus Communities, LLC, if Gerald Blessey is no longer registered agent


or to other addresses as may be given from time to time under the terms of this notice provision.

- 14.4 The Parties acknowledge and agree that this Agreement and all transactions contemplated thereby shall be governed by, construed, and enforced in accordance with the laws of Florida, without regard to principles of conflict of law, except that matters regarding trademark rights or infringement shall be governed by federal law. The Parties also acknowledge and agree that the United States District Court for the Southern District of Mississippi shall retain exclusive jurisdiction to enforce this Agreement; provided, however, that any dispute arising under Paragraph 9.1(c) of this Agreement regarding the reasonableness of a proposed settlement or other informal resolution of a lawsuit against a third-party alleging infringement of LICENSED TRADEMARK RIGHTS shall, assuming that subject matter jurisdiction exists, be decided by the court presiding over said lawsuit.
- 14.5 Captions contained in this Agreement are inserted only as a matter of convenience and shall in no way define, limit, or extend the scope or intent of this Agreement or any provisions thereof.
- 14.6 If any provision or portion of any provision of this Agreement is held to be invalid or unenforceable, all other provisions or portions of any provision shall nevertheless continue in full force and effect and shall be deemed enforceable to the fullest extent permissible under applicable law.

- 14.7 The Parties acknowledge this Agreement is a product of joint drafting efforts and shall not be construed against any one party as the drafter.
- 14.8 Neither this Agreement nor any act contemplated under this Agreement shall be deemed to have created on the part either Party a fiduciary or other non-contractual duty to the other except that both Parties agree to act in good faith and to deal fairly with one another as to each term and/or obligation under this Agreement. Additionally, nothing herein shall be construed to place the Parties in a relationship of agency, partners or joint venturers. No party shall represent itself as having any such relationship. Neither Party shall have the power to obligate or bind the other in any manner whatsoever.
- 14.9 Neither Party assumes any obligation or liability to any third party or to any customer of another Party with respect to the quality, performance, or characteristics of any property, goods, or services marketed by that Party.
- 14.10 The Parties agree to cooperate with one another to accomplish the obligations and requirements of this Agreement.
- 14.11 In the event of legal action to enforce or terminate this agreement, the prevailing party shall be entitled to attorneys' fees and costs.
- 14.12 This Agreement may be assumed or assigned by a trustee, or by a debtor in possession, under section 365 of the Bankruptcy Code of 1978, as amended; provided that adequate assurance of future performance as provided by Section 365 of the Bankruptcy Code of 1978, as amended, is to be provided, in writing, as a condition of the assumption or assignment of this Agreement.
- 14.13 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 14.14 Neither Party (nor their AFFILIATES) shall cause this Agreement to be recorded in any public record.

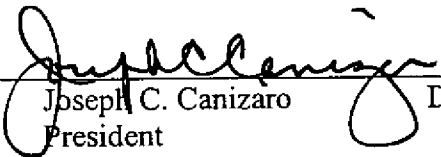
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their names by their respective duly authorized officers as of the date written above.

CORE COMMUNITIES, LLC

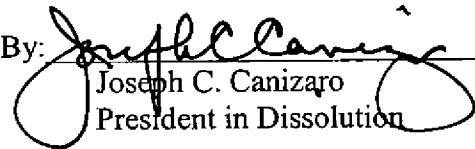
By:  11/29/06
Paul J. Hegener Date
President

COLUMBUS COMMUNITIES, LLC,


**BY: Columbus Management, LLC,
Its Manager**

By:  11/28/06
Joseph C. Canizaro Date
President

**TRADITION COMMUNITY
DEVELOPMENT CORPORATION**

By:  11/28/06
Joseph C. Canizaro Date
President in Dissolution

TRADITION PROPERTIES, INC.

By:  11/27/06
Gerald Blessey Date
Presiden



Settlement and Exclusive Trademark License Agreement
Exhibit A
(Columbus Trademark Specimen)

TRADEMARK
REEL: 003481 FRAME: 0544



Settlement and Exclusive Trademark License Agreement
Exhibit B
(Core Trademark Specimen)

TRADEMARK
REEL: 003481 FRAME: 0545

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION**

CORE COMMUNITIES, LLC

No. 1:04cv770

v.

JUDGE STARRETT

COLUMBUS COMMUNITIES, LLC

MAGISTRATE WALKER

JOINT MOTION AND STIPULATION FOR ENTRY OF FINAL JUDGMENT

1. Plaintiff, Core Communities, LLC (“Core”), joined by defendants/counter-claimants, Columbus Communities, LLC (“Columbus”), Tradition Community Development Corporation, and Tradition Properties, Inc. (collectively with Columbus, the “Tradition Entities”), jointly move this Court to enter a final judgment of dismissal substantially in the form of the attached Exhibit “A”, as described in more detail below.

2. Movants constitute all of the parties to this civil action, and have reached agreement on certain issues to allow pending trademark applications to proceed before the United States Patent and Trademark Office. They intend this motion and stipulation to satisfy Fed. R. Civ. P. 41(a).

3. The parties jointly move, and by this motion stipulate to dismiss with prejudice all claims and counterclaims filed in this action.

**Settlement and Exclusive Trademark License Agreement
Exhibit C**

(Joint Motion and Stipulation for Entry of Final Judgment)

TRADEMARK

REEL: 003481 FRAME: 0546

4. The parties jointly move, and by this motion stipulate to dismiss with prejudice all damages, injunctive relief, claims for attorneys' fees and costs in connection with all claims and counterclaims filed in this action.

5. **THEREFORE**, the parties respectfully request the Court to enter a judgment concluding this matter in the form attached as Exhibit "A".

Respectfully submitted this ____ day of November, 2006..

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Phone: (228) 864-0161

Fax: (228) 863-5278

Attorneys for

COLUMBUS COMMUNITIES, LLC,

TRADITION COMMUNITY

DEVELOPMENT CORPORATION, and

TRADITION PROPERTIES, INC.

CERTIFICATE OF SERVICE

I hereby certify that on November ____, 2006, I electronically filed the foregoing with the Clerk of the Court using the ECF system which sent notification of such filing to the following:

Steven R. Cupp	scupp@watkinsludlam.com, bjones@watkinsludlam.com
Jay B. Shapiro (<i>pro hac vice</i>)	jshapiro@swwwas.com
Adam M. Schachter (<i>pro hac vice</i>)	aschachter@swwwas.com
Joel L. Blackledge	jblackledge@dkslaw.com
Victor John Franckiewicz, Jr.	vfranckiewicz@dkslaw.com, silica-miss@dkslaw.com

and I hereby certify that I have mailed by United States Postal Service the document to the following non-ECF participants: none (all parties are ECF participants).

Victor J. Franckiewicz, Jr.

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION**

CORE COMMUNITIES, L.L.C.

No. 1:04cv770-LG-RHW

v.

JUDGE STARRETT

COLUMBUS COMMUNITIES, L.L.C.

MAGISTRATE WALKER

STIPULATED FINAL JUDGMENT OF DISMISSAL

On the joint motion of all parties appearing in this action,

IT IS HEREBY ORDERED AND ADJUDGED that all claims and counterclaims filed in this action are hereby dismissed with prejudice.

IT IS FURTHER ORDERED AND ADJUDGED that all claims for damages, injunctive relief, attorneys' fees, and costs in connection with any claims and counterclaims filed in this action are hereby dismissed with prejudice. Each party shall bear their own fees and costs.

SO ORDERED AND ADJUDGED this _____ day of November, 2006.

United States District Judge

EXHIBIT "A"

TRADEMARK