

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

Doc Code:

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

JACOB TIPTON TAYLOR

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: _____
- Other _____

Citizenship (see guidelines) Arizona

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) November 3, 2005

- Assignment Merger
- Security Agreement Change of Name
- Other Purchase Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Shea Homes Limited Partnership

Internal Address: _____

Address: _____

Street Address: 655 Brea Canyon Road

City: Walnut

State: California

Country: USA Zip: 91789

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship California

Corporation Citizenship _____

Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)
78/714,392

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Robert J. Itri, Esq.

Internal Address: Gallagher & Kennedy P.A.

Street Address: 2575 East Camelback Road

City: Phoenix

State: Arizona Zip: 85016

Phone Number: 602-530-8019

Fax Number: 602-530-8500

Email Address: rit@qknet.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

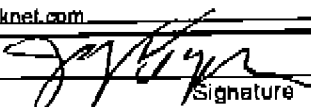
8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 07-0135

Authorized User Name Karl Adickes

9. Signature:



Jacob Tipton Taylor
Name of Person Signing

4-13-07
Date

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6396, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 070136 78714392

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK ASSIGNMENT

WHEREAS, JACOB TIPTON TAYLOR, an individual, with his principal place of business located at 5102 East Gleneagles Drive, Tucson, Arizona 85718 ("Assignor"), has adopted, owns and is using the following trademark ("Mark") in connection with the following goods and/or services and has acquired federal registration of the Mark on the Principal Register of the United States Patent and Trademark Office in connection with the following goods and/or services:

Serial No.:	Mark:	Goods/Services:
78/714,392	READ WITH YOUR CHILD, FIFTEEN MINUTES A DAY	Printing of advertising and public relations materials.

WHEREAS, SHEA HOMES LIMITED PARTNERSHIP, a California limited partnership, with its principal place of business at 655 Brea Canyon Road, Walnut, California 91789 ("Assignee"), desires to acquire the Mark in accordance with the provisions of that certain Purchase Agreement by and between Assignor and Assignee dated November 3, 2005, a copy of which is attached hereto as Exhibit A.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark.

DATED this 13th day of April, 2007.

ASSIGNOR:

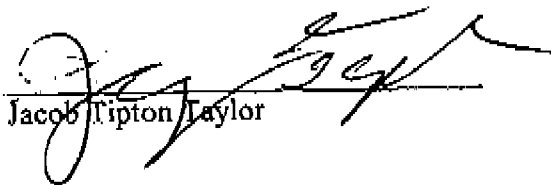

Jacob Tipton Taylor

Exhibit A

PURCHASE AGREEMENT

This Agreement is made this _____ day of November 2005, by and between Shea Homes Limited Partnership, Shea Homes, Inc., and their respective affiliates (collectively, "Shea Homes") and Jay Taylor and Taylor Productions (collectively "Taylor").

Shea Homes and Taylor agree as follows:

1. Shea Homes shall pay to Taylor the sum of One Hundred Fifty Thousand Dollars (\$150,000) (the "Purchase Price"). The Purchase Price shall constitute the entire consideration due to Taylor for the Program, including any past use of the Program by Shea Homes.
2. In exchange for the payment set forth in paragraph 1, Taylor agrees to provide Shea Homes with any and all rights to the concept known as "Read with your child, fifteen minutes a day" and any and all derivations of the concept that encourages parents, grandparents and others to read with children (collectively "the Program"). Upon execution of the Agreement it is expressly understood and agreed that except for Pima County, Arizona Shea Homes is entitled to use the Program nationwide in public and private media campaigns and in all types of media.
3. Concurrently with the payment to Taylor of the Purchase Price, Taylor shall deliver to Shea Homes a bill of sale and assignment in the form attached to this Agreement as Exhibit A. Taylor also agree to execute such additional documents and take such further actions as Shea Homes may reasonably request to evidence and confirm Shea Home's ownership of the Program.
4. Taylor represents and warrants that, but for rights in and to the Program already owned by Shea Homes, it is the sole and exclusive owner of all rights to the Program and that it has the right and authority, without the consent of any other party, to transfer and assign ownership of the Program to Shea Homes.
5. The transfer of the Program shall be effective immediately upon the payment of the Purchase Price and the delivery of the bill of sale and assignment.
6. Except for the payment of the Purchase Price to be paid under this letter, Taylor hereby waives and releases Shea Homes from any and all claim, cause of action, or right that Taylor may have against Shea Homes, whether known or unknown, contingent or non-contingent. Further, Taylor waives any rights it has under Section 1542 of the California Code of Civil Procedure, which reads: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."
7. This letter is governed by the laws of the State of California. Venue for any action


TRADEMARK

REEL: 003529 FRAME: 0780

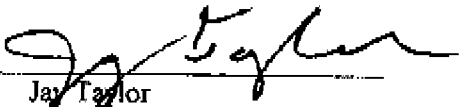
to interpret or enforce this Agreement lies in any court of competent jurisdiction in Los Angeles County, California. In the event of a dispute over the enforcement of this letter, the party that prevails in such dispute shall be entitled to recover its costs and expenses incurred, including its reasonable attorneys' fees, from the other party.

- 8. This Agreement may be signed in counterparts, each of which shall be deemed an original.

Shea Homes Limited Partnership,
a California limited partnership

By:  11/3/05
Eric Snider
Vice President - Marketing

Taylor Productions

By: 
Jay Taylor
President/Creative Director

(Exhibit A)

BILL OF SALE AND ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, Jay Taylor and Taylor Productions, on their own behalf and on behalf of each of their respective officers, directors, employees, agents and affiliates (collectively "Taylor"), hereby sell, transfer, assign to Shea Homes Limited Partnership, a California limited partnership ("Assignee"), all right, title and interest in and to the concept known as "Read with your child, fifteen minutes a day" and any and all derivations of the concept that encourages parents, grandparents and others to read with children (collectively "the Program") and all trademark rights, copyrights, intellectual property rights, and internet domain names relating thereto, including the trademark "Read with your child, fifteen minutes a day" and pending federal trademark Application Serial No. 78714392 and internet domain names "readtochild.com" and "readtochild.info". The Program sold, transferred and assigned includes nationwide use, except for Pima County, Arizona, of the concept in public and private media campaigns and in all types of media. The undersigned further agrees to execute such further documents as Assignee may reasonably request to document and evidence the foregoing sale, transfer and assignment.

DATED: November _____, 2005.

Taylor Productions

By: _____

Jay Taylor
President/Creative Director

Jay Taylor