

05-29-2007

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To the Director of the U. S. Patent and Trademark Office at the address(es) below.

1. Name of conveying party(ies):

ValleyCrest Companies LLC

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

Citizenship (see guidelines) California

Additional names of conveying parties attached? Yes No

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

Execution Date(s) 03/20/2007

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Goldman Sachs Credit Partners L.P.

Internal

Address: _____

Street Address: 85 Broad Street

City: New York

State: New York

Country: USA Zip: 10004

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

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)
78/965,378; 77/031,469; 77/028,129

B. Trademark Registration No.(s)
n/a

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: Deborah Taylor

Internal Address: c/o Latham & Watkins LLP

Street Address: 633 West Fifth Street, Suite 4000

City: Los Angeles

State: CA Zip: 90071

Phone Number: 213-485-1234

Fax Number: 213-891-8763

Email Address: deborah.taylor@lw.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- 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 _____
Authorized User Name _____

9. Signature:

Deborah Taylor
Signature

Date

05/25/2007 DBYRNE 00000005 78965378

01 FC:8521 40.00
02 FC:8522 50.00
Name of Person Signing Deborah Taylor

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of March 20, 2007 (as amended, restated or otherwise modified from time to time, the "Trademark Security Agreement"), between VALLEYCREST COMPANIES LLC, a California limited liability company (the "Grantor") and GOLDMAN SACHS CREDIT PARTNERS L.P., in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "Collateral Agent").

WITNESSETH:

Whereas, Grantor is party to a Pledge and Security Agreement (First Lien) dated as of October 4, 2006 (the "Pledge and Security Agreement") between the Grantor and the other grantors party thereto and the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

Now, therefore, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to Collateral Agent for the benefit of the Secured Parties a security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) (i) the trademark and service mark registrations and applications referred to on Schedule I hereto (provided, that no security interest shall be granted in United States intent-to-use trademark or service mark applications to the extent that and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use applications under applicable federal law), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, and (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill (collectively, "Trademarks"); and

(b) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

In witness whereof, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

VALLEYCREST COMPANIES, LLC
a California limited liability company

By: 
Name: Andrew J. Mandell
Title: EVP and CFO

Accepted and Agreed:

GOLDMAN SACHS CREDIT PARTNERS L.P.,
as Collateral Agent

By:  _____

Name: *Rob Schatzman*

Title: *Authorized Signatory*

TRADEMARK

REEL: 003552 FRAME: 0689

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Owner</u>	<u>Mark</u>	<u>Registration Number/ Serial Number</u>	<u>Registration/ Application Date</u>	<u>Status</u>
ValleyCrest Companies 24074-00426	HRP STUDIO & Design	78/965,378	August 31, 2006	Pending
ValleyCrest Companies 24074-00427	HOMESCAPES & Design	77/031,469	October 27, 2006	Pending
ValleyCrest Companies 24074-00428	ESTATE GARDENS BY VALLEYCREST	77/028,129	October 24, 2006	Pending