TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TOUSA, Inc.		07/31/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Citicorp North America, Inc., as Administrative Agent
Street Address:	388 Greenwich Street
Internal Address:	21st Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2880082	BREAKING NEW GROUND
Registration Number:	2891695	TOUSA

CH $65.00 2880082

CORRESPONDENCE DATA

Fax Number: (646)710-5433
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 408-5100
Email: DHopkins@Chadbourne.com
Correspondent Name: Dennis Hopkins
Address Line 1: Chadbourne & Parke LLP
Address Line 2: 30 Rockefeller Plaza
Address Line 4: New York, NEW YORK 10112

ATTORNEY DOCKET NUMBER:	01994.211
NAME OF SUBMITTER:	Dennis Hopkins

Signature:	/Dennis Hopkins/
Date:	10/08/2007

Total Attachments: 7
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of July 31, 2007 is made by TOUSA Inc., a Delaware corporation, located at 4000 Hollywood Blvd., Ste. 500N, Hollywood, FL 33021 (the "Company"), in favor of Citicorp North America, Inc., a Delaware corporation, as Administrative Agent (the "Administrative Agent") for its benefit and for the ratable benefit of the Lenders pursuant to the Second Lien Term Loan Credit Agreement, dated as of July 31, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TOUSA, INC. ("TOUSA") and certain of its subsidiaries as Borrowers, the Lenders from time to time party thereto and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, on the date hereof, TOUSA, the Company, certain of TOUSA's other subsidiaries as Borrowers, the Lenders and the Administrative Agent entered into the Credit Agreement pursuant to which the Lenders have agreed to make Advances to the Borrowers;

WHEREAS, in connection with the Credit Agreement, TOUSA, the Company and certain other subsidiaries of TOUSA have executed and delivered the Security Agreement, dated as of July 31, 2007 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Company pledged and granted to the Administrative Agent for the ratable benefit of the Lenders, a security interest in all Intellectual Property of the Company, including the Trademarks of the Company; and

WHEREAS, the Company has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to guarantee the Obligations (as defined in the Credit Agreement) of the Company, the Company agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and in the Security Agreement.

Section 2. Grant of Security Interest. The Company hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to collaterally assign, transfer and convey, upon written demand delivered to the Company upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Company's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto)

(collectively, the "Collateral"), to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment, performance and observance of the Obligations.

Section 3. Purpose. This Agreement has been executed and delivered by the Company for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted pursuant to Section 2 hereof has been granted, and the agreement to collaterally assign, transfer and convey under Section 2 hereof has been entered into, in each case, in connection with the Security Agreement, and such grant and agreement to collaterally assign, transfer and convey are expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Company does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed signature page of this Agreement by electronic or facsimile transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Termination. The Administrative Agent shall promptly cause to be released the security interest in the Trademarks granted pursuant to this Agreement in accordance with Section 8.13 of the Security Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TOUSA, INC.

By: _____
Name: Stephen Wagman
Title: Executive Vice President
Date: July 31, 2007

[*Second Lien Trademark Security Agreement – TOUSA, Inc.*]

ACKNOWLEDGMENT OF COMPANY

STATE OF New York
ss
COUNTY OF New York

On the 31st day of July, 2007 before me personally came Stephen Wagman, who is personally known to me to be the Pledgor of TOUSA, Inc., a Delaware corporation; who, being duly sworn, did depose and say that he is the Executive V.P. in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

Barbara J. Deakin
Notary Public

BARBARA J. DEAKIN
Notary Public, State of New York
No. 02DE6088291
Qualified in Queens County
Commission Expires March 3, 2011

(PLACE STAMP AND SEAL ABOVE)

[*Second Lien Trademark Security Agreement – TOUSA, Inc.*]

CITICORP NORTH AMERICA, INC.
as Administrative Agent

By: _____
Name: Marni McManus
Title: Director
Date: July 31st, 2007

[*Second Lien Trademark Security Agreement – TOUSA, Inc.*]

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York)
) ss
COUNTY OF New York)

On the 31st day of July, 2007, before me personally came Marni McManus, who is personally known to me to be the Director of Citicorp North America, Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/~~he~~ is the Director in such association, the association described in and which executed the foregoing instrument; that she/~~he~~ executed and delivered said instrument pursuant to authority given by the _____ of such association; and that she/~~he~~ acknowledged said instrument to be the free act and deed of said association.

Thomas A. Scott
Notary Public

THOMAS A. SCOTT
Notary Public, State of New York
No. 01SC4792491
Qualified in Queens County
Certificate Filed in New York County
Commission Expires August 31, 2009

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

Registration Number	Trademark
2880082	BREAKING NEW GROUND
2891695	TOUSA