

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
Centex Corporation		03/26/2008	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	MDR Waters, LP		
Street Address:	10100 N. Central Expressway, Suite 200		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75231		
Entity Type:	LIMITED PARTNERSHIP: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3248477	THE WATERS	
Registration Number:	3336333	W	
Registration Number:	3336334	W THE WATERS	
Registration Number:	3336335	W THE WATERS AT HORSESHOE BAY RESORT	
CORRESPONDENCE DATA			
Fax Number:	(214)999-3623		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-999-4487		
Email:	ip@gardere.com, jfulmer@gardere.com		
Correspondent Name:	GARDERE WYNNE SEWELL/Jason R. Fulmer		
Address Line 1:	1601 Elm Street, Suite 3000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	124513-129		
NAME OF SUBMITTER:	Jason R. Fulmer		

OP \$115.00 3248477

Signature:

/Jason R. Fulmer/

Date:

03/31/2008

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is executed as of the 26th day of March, 2008, by Centex Corporation, a Nevada corporation ("Centex Corp."), in favor of MDR Waters, LP, a Texas limited partnership ("Assignee"), pursuant to the terms of the Purchase and Sale Agreement dated as of March 18, 2008, between Centex Homes, a Nevada general partnership, and MAC Destination Resorts, LP, a Texas limited partnership (the "Purchase Agreement"). Capitalized terms used, but not otherwise defined, in this Assignment shall have the meanings ascribed to them in the Purchase Agreement.

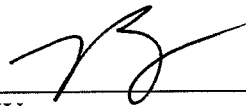
1. For good and valuable consideration as specified in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Centex Corp. hereby assigns, effective as of the Effective Time and free and clear of all Encumbrances other than Permitted Exceptions, to Assignee and its successors and assigns, all of Centex Corp.'s right, title and interest in and to the marks set forth on Exhibit 1 to this Assignment (the "Marks"), along with the goodwill of the business symbolized thereby and the right to recover damages and profits for past infringement thereof.

2. This Assignment is subject to the terms and conditions of the Purchase Agreement (including without limitation the representations, warranties, covenants, agreements and indemnities relating to the Marks), which are hereby incorporated into this Assignment by this reference. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern.

[Remainder of this page intentionally left blank. Signature is on the following page.]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed as of the date first written above.

Centex Corporation

By: 
Name: Brian J. Woram
Title: Senior Vice President and Chief Legal Officer

AGREED AND ACCEPTED

MDR Waters, LP

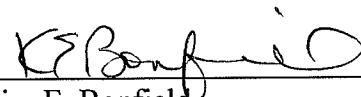



By: 
Name: Kim E. Bonfield
Title: Vice President

EXHIBIT 1

Registered Marks

Mark	Reg #	Reg. Date	Jurisdiction	Class
The Waters	3248477	05/29/07	U.S.	37
	3336333	11/13/07	U.S.	37
 THE WATERS	3336334	11/13/07	U.S.	37
 THE WATERS AT HORSESHOE BAY RESORT	3336335	11/13/07	U.S.	37