# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the punctuation in Assignee's name previously recorded on Reel 003708 Frame 0102. Assignor(s) hereby confirms the assignment of the entire interest and the goodwill.

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
KHOV IP, INC.		01/31/2008	CORPORATION: CALIFORNIA

#### **RECEIVING PARTY DATA**

Name:	K. HOV IP, II, INC.		
Street Address:	110 West Front Street		
City:	Red Bank		
State/Country:	NEW JERSEY		
Postal Code:	07701		
Entity Type:	CORPORATION: CALIFORNIA		

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	75331680	PARKSIDE

#### **CORRESPONDENCE DATA**

Fax Number: (214)969-4343

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 214.969.4390

Email: trademarkdallas@akingump.com

Correspondent Name: David L. Odom

Address Line 1: 1700 Pacific Avenue, Suite 4100

Dallas, TEXAS 75201 Address Line 4:

ATTORNEY DOCKET NUMBER:	601072.0002	
NAME OF SUBMITTER:	David L. Odom	
Signature:	/DLO/	

**TRADEMARK REEL: 003838 FRAME: 0683** 

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Date:	08/20/2008	
Total Attachments: 6		
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TRADEMARK
REEL: 003838 FRAME: 0684

### TRADEMARK ASSIGNMENT

WHEREAS, KHOV IP, INC., a California corporation, whose address is 110 West Front Street, Red Bank, New Jersey 07701("ASSIGNOR"), owns and has used in its business a certain United States trademark which is registered in the United States (referred to hereinafter as the "Trademark Registration") as follows:

REGISTERED TRADEMARK

U.S. REG. NO.

**DATE REGISTERED** 

**PARKSIDE** 

2,567,675

May 7, 2002

K. HOV IP II, INC.

WHEREAS, KHOV IP II, INC., a California corporation, whose address is 110 West Front Street, Red Bank, New Jersey 07701 ("ASSIGNEE"), is desirous of acquiring the entire right, title and interest in and to the Trademark Registration and in and to any renewals that may be granted thereon, together with the goodwill of the business connected therewith;

WHEREAS, ASSIGNOR has agreed to assign to ASSIGN by way of this Assignment its entire right, title and interest in and to the Trademark Registration and in and to any renewals that may be granted thereon, together with the goodwill associated therewith; and

WHEREAS, it is desired that the this Assignment of the Trademark Registration be made of record in the U.S. Patent and Trademark Office, and other appropriate Patent and Trademark Offices.

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficient of which is hereby acknowledged, ASSIGNOR by these presents does hereby agree and covenant as follows:

1. ASSIGNOR sells, assigns, conveys and transfers the Trademark Registration and any and all of its rights, title and interest together with the goodwill of the business connected therewith to ASSIGNEE, its successors or assigns, and ASSIGNEE accepts as of the date of this Assignment, any and all of its rights, title and interest in and to the Trademark Registration together with the goodwill of the business connected therewith and any right to recover for past infringement

TRADEMARK REEL: 003838 FRAME: 0685

### TRADEMARK ASSIGNMENT

thereof any rights to renew the Trademark Registration, and the right to sue and recover for damages for past, present and future infringements.

- 2. ASSIGNOR represents and warrants that it believes ASSIGNOR to be the exclusive owner(s) of the Trademark Registration; that it believes ASSIGNOR to be entitled to exclusively use the Trademark Registration.
- 3. ASSIGNOR represents and warrants that it has not assigned, conveyed, transferred or granted to any third party any interest in, or otherwise encumbered in any manner, the Trademark Registration; that, to the best of their knowledge, no third party owns, is entitled to, or has claimed any right or interest in the Trademark Registration that would preclude, conflict with or encumber this Assignment; that all assignments necessary to vest in ASSIGNOR full and complete title to the Trademark Registration have been obtained; and that ASSIGNOR hereby consents to this Assignment.
- 4. ASSIGNOR represents and warrants that, to the best of its knowledge, no third party has infringed or is infringing the Trademark Registration.
- 5. ASSIGNOR represents and warrants that it is competent and has authority to make the assignment of rights and all associated representations and warranties set forth in this Assignment.
- 6. ASSIGNOR represents and warrants that the Trademark Registration is valid and enforceable, and that no other trademark registrations or applications for trademark registration exist which pertain to any aspect of the Trademark Registration.
- 7. ASSIGNOR agrees not to use, directly or through a third party, the Trademark Registration unless use rights are granted in a written license agreement between ASSIGNOR and ASSIGNEE.

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# TRADEMARK ASSIGNMENT

- 8. ASSIGNOR agrees, at the request of ASSIGNEE and at ASSIGNEE's expense, to execute and deliver such other and further documents and legal instruments, and do all other things reasonably necessary to perfect in ASSIGNEE, its assigns, successors and legal representatives, all right, title and interest in and to the Trademark Registration, throughout the world, including without limitation, making oaths and giving testimony, as well as executing and delivering any and all powers of attorney, applications, assignments, declarations and affidavits.
- 9. This Assignment and the covenants herein are made for the benefit of the ASSIGNEE and its successors and assigns and may be transferred without the consent of the ASSIGNOR.

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EFFECTIVE t	his	31	day	of	10	$\frac{(f)}{f}$	2008.

**RECORDED: 08/20/2008** 

ASSI	GNOR – KHOV IP, INC. :
Ву: _	18/00
	Peter S. Reinhart
	Senior Vice President and General Counsel
Date:	1-31-08
ASSIC	GNEE - KHOV IP II, INC.: K. HOV IP II, INC
	Peter S. Reinhart
	Senior Vice President and General Counsel
Date:	(-31-08