

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
Dominion Homes, Inc.		10/14/2008	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	The Huntington National Bank		
Street Address:	41 South High Street		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43215		
Entity Type:	National Bank: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77566958	HELPING HAND	
Serial Number:	77084930	DOMINION IT'S YOUR HOME.	
Registration Number:	2991963	LA CASA QUE TU FAMILIA MERECE	
Serial Number:	75900560	THE DOMINION HOMESTORE	
CORRESPONDENCE DATA			
Fax Number:	(212)492-0083		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2123733083		
Email:	zhilden@paulweiss.com, hranucci@paulweiss.com		
Correspondent Name:	Zoe Hilden		
Address Line 1:	1285 Avenue of the Americas		
Address Line 2:	c/o Paul, Weiss, LLP		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	12949-050		
NAME OF SUBMITTER:	Zoe Hilden		

CH \$115.00 77566958

Signature:	/Zoe Hilden/
Date:	12/12/2008
Total Attachments: 4 source=dominion tm assignment#page1.tif source=dominion tm assignment#page2.tif source=dominion tm assignment#page3.tif source=dominion tm assignment#page4.tif	

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT, dated as of October 14, 2008, by DOMINION HOMES, INC., an Ohio corporation (the "*Grantor*") in favor of THE HUNTINGTON NATIONAL BANK ("*Huntington*"), as Administrative Agent for the Secured Parties (as defined in the Security Agreement referred to below) and the issuing bank (in such capacity, together with its successors in such capacity, the "*Administrative Agent*").

WITNESSETH:

WHEREAS, pursuant to the Fourth Amended and Restated Credit Agreement of even date herewith (as it may be further amended, modified or supplemented from time to time, the "*Credit Agreement*") among the Grantor, each institution from time to time party thereto as a Lender, Huntington and Silver Point Finance LLC ("*Silver Point*") as issuing banks (each an "*Issuing Bank*" and, collectively, the "*Issuing Banks*") for any Letters of Credit issued thereunder, the Administrative Agent and Silver Point as Senior Administrative Agent (in such capacity, together with its successors in such capacity, the "*Senior Administrative Agent*"), the Lenders and the Issuing Banks have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor is a party to an Amended and Restated Security Agreement dated as of December 29, 2006 in favor of the Administrative Agent (the "*Security Agreement*"), pursuant to which the Grantor is required to execute and deliver this Supplemental Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuing Banks, the Senior Administrative Agent and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the Issuing Banks to continue to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Section 2. Supplemental Grant of Security Interest in Trademark Collateral

Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "*Trademark Collateral*"):

(a) all of its Trademarks, including, without limitation, those referred to on *Schedule I* hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

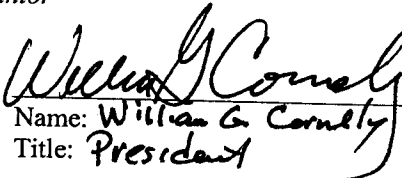
(c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Section 3. Security Agreement

The security interest granted pursuant to this Supplemental Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Supplemental Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DOMINION HOMES, INC.,
Grantor

By: 
Name: William G. Cornely
Title: President

ACKNOWLEDGEMENT OF GRANTOR

STATE OF OHIO)
) ss.
COUNTY OF FRANKLIN)

On this 11th day of December, 2008 before me personally appeared William G. Cornely, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Dominion Homes, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Charlotte Gillespie

Notary Public

CHARLOTTE GILLESPIE
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 01-04-09

SCHEDULE I
TO
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
HELPING HAND	77/566,958	9/10/08	N/A	N/A
DOMINION. ITS YOUR HOME.	77/084,930	9/17/2007	3,473,000	7/22/08
LA CASA QUE TU FAMILIA MERECE	78/357,350	2/27/04	2,991,963	9/6/05
THE DOMINION HOME STORE (STYLIZED)	75/900,560	1/20/00	N/A	N/A