

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
K. Hovnanian Enterprises, Inc.		12/03/2008	CORPORATION:
Hovnanian Enterprises, Inc.		12/03/2008	CORPORATION:
Westminster Homes of Alabama, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. HOVNANIAN DEVELOPMENTS OF ARIZONA, INC.		12/03/2008	CORPORATION:
K. HOVNANIAN GREAT WESTERN BUILDING COMPANY, LLC		12/03/2008	LIMITED LIABILITY COMPANY:
K. HOVNANIAN GREAT WESTERN HOMES, LLC		12/03/2008	LIMITED LIABILITY COMPANY:
New Land Title Agency, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
Hovnanian Land Investment Group of California, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K.H. San Marcos Conservancy Holdings, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K.HOV IP II, Inc.		12/03/2008	CORPORATION:
K.HOV IP, INC.		12/03/2008	CORPORATION:
K.HOV I P, INC.		12/03/2008	CORPORATION:
K. HOVNANIAN AT 3 CHAPMAN, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at 4S, LLC		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Acqua Vista, LLC		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Aliso, LLC		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Arbor Heights, LLC		12/03/2008	LIMITED LIABILITY COMPANY:
K. HOVNANIAN AT AVENUE ONE, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Bella Lago, LLC		12/03/2008	LIMITED LIABILITY COMPANY:

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K. Hovnanian at Bridgeport, Inc.		12/03/2008	LIMITED LIABILITY COMPANY:
K. HOVNANIAN AT BRIDLEWOOD, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Calabria, Inc.		12/03/2008	CORPORATION:
K. HOVNANIAN AT CAPISTRANO, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Carmel Del Mar, Inc.		12/03/2008	CORPORATION:
K. Hovnanian at Carmel Village, LLC		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Castile, Inc.		12/03/2008	CORPORATION:
K. Hovnanian at Chaparral, Inc.		12/03/2008	CORPORATION:
K. Hovnanian at Cielo, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Coastline, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Cortez Hill, LLC		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Crestline, Inc.		12/03/2008	CORPORATION:
K. Hovnanian at Dominguez Hills, Inc.		12/03/2008	CORPORATION:
K. Hovnanian at Eastlake, LLC		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Encinitas Ranch, LLC		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Evergreen, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. HOVNANIAN AT GASLAMP SQUARE, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Highland Vineyards, Inc.		12/03/2008	CORPORATION:
K. HOVNANIAN AT HIGHWATER, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at La Costa, LLC		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at La Habra Knolls, LLC		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at La Terraza, Inc.		12/03/2008	CORPORATION:
K. Hovnanian at Lake Hills, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Lake Rancho Viejo, LLC		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Matsu, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. HOVNANIAN AT MENIFEE			LIMITED LIABILITY

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**REEL: 003903 FRAME: 0067**

VALLEY CONDOMINIUMS, L.L.C.		12/03/2008	COMPANY:
K. Hovnanian at Menifee, LLC		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Mockingbird Canyon, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Mosaic, LLC		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Northlake, Inc.		12/03/2008	CORPORATION:
K. HOVNANIAN AT AT OCEAN WALK, INC.		12/03/2008	CORPORATION:
K. Hovnanian at Olde Orchard, LLC		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Orange Heights, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Pacific Bluffs, LLC		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Park Lane, LLC		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Piazza D'Oro, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Prado, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Rancho Cristianitos, Inc.		12/03/2008	CORPORATION:
K. Hovnanian at Rancho Santa Margarita, LLC		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Riverbend, LLC		12/03/2008	LIMITED LIABILITY COMPANY:
K. HOVNANIAN AT ROSEMARY LANTANA, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Rowland Heights, LLC		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Sage, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at San Sevaive, Inc.		12/03/2008	CORPORATION:
K. Hovnanian at Saratoga, Inc.		12/03/2008	CORPORATION:
K. Hovnanian at Skye Isle, LLC		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Stone Canyon, Inc.		12/03/2008	CORPORATION:
K. Hovnanian at Sunsets, LLC		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Sycamore, Inc.		12/03/2008	CORPORATION:
K. Hovnanian at The Crosby, LLC		12/03/2008	LIMITED LIABILITY COMPANY:
			LIMITED LIABILITY TRADEMARK

K. Hovnanian at The Gables, LLC		12/03/2008	COMPANY:
K. Hovnanian at The Preserve, LLC		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Thompson Ranch, LLC		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Tierrasanta, Inc.		12/03/2008	CORPORATION:
K. Hovnanian at Trail Ridge, LLC		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Trovata, Inc.		12/03/2008	CORPORATION:
K. Hovnanian at Vail Ranch, Inc.		12/03/2008	CORPORATION:
K. Hovnanian at Wildrose, Inc.		12/03/2008	CORPORATION:
K. HOVNANIAN AT WINCHESTER, LLC		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian Communities, Inc.		12/03/2008	CORPORATION:
K. Hovnanian Companies of California, Inc.		12/03/2008	CORPORATION:
K. Hovnanian Companies of Southern California, Inc.		12/03/2008	CORPORATION:
K. Hovnanian Companies, LLC		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian Developments of California, Inc.		12/03/2008	CORPORATION:
K. Hovnanian Developments of New Jersey II, Inc.		12/03/2008	CORPORATION:
K. Hovnanian Developments of New Jersey, Inc.		12/03/2008	CORPORATION:
K. Hovnanian Forecast Homes Northern, Inc.		12/03/2008	CORPORATION:
K. HOVNANIAN INTERNATIONAL, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian T&C Management Co., L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. HOVNANIAN'S FOUR SEASONS AT BAKERSFIELD, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian's Four Seasons at Beaumont, LLC		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian's Four Seasons at Hemet, LLC		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian's Four Seasons at Menifee Valley, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian's Four Seasons at Palm Springs, LLC		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian's Four Seasons, LLC		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian's Parkside at			LIMITED LIABILITY TRADEMARK

Towngate, LLC		12/03/2008	COMPANY:
K. Hovnanian at La Costa Greens, LLC		12/03/2008	LIMITED LIABILITY COMPANY:
Natomas Central Neighborhood Housing, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
SEABROOK ACCUMULATION CORPORATION		12/03/2008	CORPORATION:
STONEBROOK HOMES, INC.		12/03/2008	CORPORATION:
K. Hovnanian Connecticut Acquisitions, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian Developments of Connecticut, Inc.		12/03/2008	CORPORATION:
K. HOVNANIAN DEVELOPMENTS OF D.C., INC.		12/03/2008	CORPORATION:
K. Hovnanian Homes of D.C., L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Bernards V, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Chester I, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Lawrence V, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Manfield I, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Manfield II, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Middletown, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. HOVNANIAN AT NORTH BRUNSWICK VI, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Wanaque, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. HOVNANIAN AT WAYNE, VIII, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at West Windsor, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. HOVNANIAN CENTRAL ACQUISITIONS, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian Delaware Acquisitions, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. HOVNANIAN DEVELOPMENTS OF DELAWARE, INC.		12/03/2008	CORPORATION:
K. Hovnanian Homes at Nassau Grove, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. HOVNANIAN HOMES OF DELAWARE, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:

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**REEL: 003903 FRAME: 0070**

K. Hovnanian North Central Acquisitions, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian North Jersey Acquisitions, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian Shore Acquisitions, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian South Jersey Acquisitions, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
Washington Homes, Inc.		12/03/2008	CORPORATION:
WH/PR Land Company, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
HOVNIANIAN DEVELOPMENTS OF FLORIDA, INC.		12/03/2008	CORPORATION:
HOVNIANIAN LAND INVESTMENT GROUP OF FLORIDA, L.L.C.		12/03/2005	LIMITED LIABILITY COMPANY:
K. Hovnanian Cambridge Homes, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. HOVNIANIAN FIRST HOMES, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian Florida Realty, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. HOVNIANIAN STANDING ENTITY, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian T&C Homes at Florida, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. HOVNIANIAN WINDWARD HOMES, LLC		12/03/2008	LIMITED LIABILITY COMPANY:
Hovnanian Land Investment Group of Georgia, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian Homes of Georgia, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian Developments of Illinois, Inc.		12/03/2008	CORPORATION:
K. Hovnanian T&C Homes at Illinois, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian Developments of Indiana, Inc.		12/03/2008	CORPORATION:
K. Hovnanian Homes of Indiana, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian Developments of Kentucky, Inc.		12/03/2008	CORPORATION:
K. Hovnanian Summit Homes of Kentucky, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
Midwest Building Products & Contractor Services of Kentucky, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:

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**REEL: 003903 FRAME: 0071**

Founders Title Agency of Maryland, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
Greenway Farms Utility Associates, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
Homebuyers Financial Services, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
Hovnanian Land Investment Group of Maryland, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
Hovnanian Land Investment Group, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at King Farm, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Roderuck, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Willow Brook, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian Companies Metro D.C. North, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. HOVNANIAN COMPANIES OF MARYLAND, INC.		12/03/2008	CORPORATION:
K. HOVNANIAN DEVELOPMENTS OF MARYLAND, INC.		12/03/2008	CORPORATION:
K. Hovnanian Homes at Camp Springs, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian Homes at Cider Mill, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian Homes at Fairwood, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian Homes at Forest Run, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian Homes at Greenway Farm Park Towns, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian Homes at Greenway Farm, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian Homes at Jones Station 1, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian Homes at Jones Station 2, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian Homes at Maxwell Place, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian Homes at Primera, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian Homes at Renaissance Plaza, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian Homes at Russett, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:

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**REEL: 003903 FRAME: 0072**

K. Hovnanian Homes of Maryland, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian's Four Seasons at Kent Island Condominiums, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian's Four Seasons at Kent Island, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian's Four Seasons at St. Margarets Landing, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
PADDOCKS, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
Pine Ayr, LLC		12/03/2008	LIMITED LIABILITY COMPANY:
Ridgemore Utility, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
Washington Homes at Columbia Town Center, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
WH LAND I, INC		12/03/2008	CORPORATION:
WH PROPERTIES, INC.		12/03/2008	CORPORATION:
Woodland Lake Condominiums at Bowie New Town, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian Developments of Michigan, Inc.		12/03/2008	CORPORATION:
K. Hovnanian Summit Homes of Michigan, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
Midwest Building Products & Contractor Services of Michigan, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. HOVNANIAN AT HIGHLAND SHORES, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Ridgestone, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian Developments of Minnesota, Inc.		12/03/2008	CORPORATION:
K. Hovnanian Homes of Minnesota, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian T&C Homes at Minnesota, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian's Four Seasons at Rush Creek, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
Westminster Homes of Mississippi, LLC		12/03/2008	LIMITED LIABILITY COMPANY:
Hovnanian Land Investment Group of North Carolina, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian Developments of North Carolina, Inc.		12/03/2008	CORPORATION:
K. HOVNANIAN HOMES OF		12/03/2008	CORPORATION:

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**REEL: 003903 FRAME: 0073**



NORTH CAROLINA, INC.			
K. Hovnanian's Four Seasons at Bailey's Glenn, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. HOVNANIAN'S FOUR SEASONS AT RENAISSANCE, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
WESTMINSTER HOMES, INC.		12/03/2008	CORPORATION:
Auddie Enterprises, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
Builder Services NJ, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
EASTERN TITLE AGENCY, INC.		12/03/2008	CORPORATION:
F&W MECHANICAL SERVICES, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
Hovnanian Land Investment Group of New Jersey, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. HOV INTERNATIONAL, INC.		12/03/2008	CORPORATION:
K. Hovnanian Acquisitions, Inc.		12/03/2008	CORPORATION:
K. Hovnanian at Aberdeen Urban Renewal, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Allendale, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Barnegat I, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Barnegat II, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. HOVNANIAN AT BARNEGAT III, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Berkeley, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at at Bernards IV, Inc.		12/03/2005	CORPORATION:
K. Hovnanian at Blue Heron Pines, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. HOVNANIAN AT BRANCBURG III, INC.		12/03/2008	CORPORATION:
K. Hovnanian at Bridgewater I, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Bridgewater VI, Inc.		12/03/2008	CORPORATION:
K. Hovnanian at Burlington III, Inc.		12/03/2008	CORPORATION:
K. HOVNANIAN AT BURLINGTON, INC.		12/03/2008	CORPORATION:
K. Hovnanian at Camden I, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Cedar Grove III,			LIMITED LIABILITY

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**REEL: 003903 FRAME: 0074**

L.L.C.		12/03/2008	COMPANY:
K. Hovnanian at Cedar Grove IV, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Chesterfield II, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Chesterfield, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Clifton II, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Clifton, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Cranbury, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Curries Woods, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Denville, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Deptford Township, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Dover, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Edgewater II, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Edgewater, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Egg Harbor Township II, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Egg Harbor Township I, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Elk Township, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Ewing, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Fifth Avenue, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Florence I, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Florence II, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Forest Meadows, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Franklin, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Freehold Township I, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Freehold		12/03/2008	LIMITED LIABILITY

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**REEL: 003903 FRAME: 0075**

Township, L.L.C.			COMPANY:
K. Hovnanian at Galloway, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Great Notch, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Guttenberg, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Hackettstown II, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Hackettstown, Inc.		12/03/2008	CORPORATION:
K. Hovnanian at Hamburg Contractors, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Hamburg, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Hawthorne, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Hazlet, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Hilltop, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Hopewell IV, Inc.		12/03/2008	CORPORATION:
K. Hovnanian at Hopewell VI, Inc.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Howell Township, Inc.		12/03/2008	CORPORATION:
K. HOVNANIAN AT HUDSON POINTE, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Jackson I, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Jackson, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Jersey City IV, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Jersey City V Urban Renewal Company, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Keyport, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Kings Grant I, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian At Lafayette Estates, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Lakewood, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Linwood, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Little Egg Harbor		12/03/2008	LIMITED LIABILITY

**TRADEMARK**

**REEL: 003903 FRAME: 0076**

Contractors, L.L.C.			COMPANY:
K. Hovnanian at Little Egg Harbor III, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Little Egg Harbor Township II, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Little Egg Harbor, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Long Branch I, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. HOVNANIAN AT MAHWAH II, INC.		12/03/2008	CORPORATION:
K. Hovnanian at Mahwah VI, Inc.		12/03/2008	CORPORATION:
K. Hovnanian at Mahwah VII, Inc.		12/03/2008	CORPORATION:
K. Hovnanian at Manalapan III, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Manalapan, Inc.		12/03/2008	CORPORATION:
K. Hovnanian at Mansfield III, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Developments of Georgia, Inc.		12/03/2008	CORPORATION:
K. Hovnanian at Maple Avenue, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Marboro II, Inc.		12/03/2008	CORPORATION:
K. Hovnanian at Marlboro Township III, Inc.		12/03/2008	CORPORATION:
K. Hovnanian at Marlboro Township IV, Inc.		12/03/2008	CORPORATION:
K. Hovnanian at Marlboro Township IX, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Marlboro Township V, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Marlboro Township VIII, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Marlboro VI, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Marlboro VII, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Mendham Township, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Middle Township II, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Middle Township, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Middletown II, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:

LIMITED LIABILITY  
TRADEMARK

REEL: 003903 FRAME: 0077

K. Hovnanian at Millville I, L.L.C.		12/03/2008	COMPANY:
K. Hovnanian at Millville II, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Millville III, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Monroe III, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Monroe IV, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Monroe NJ, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Montvale, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Mt. Olive Township, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. HOVNANIAN AT NEW BRUNSWICK URBAN RENEWAL, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at North Bergen, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at North Caldwell II, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at North Caldwell III, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at North Caldwell, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at North Haledon, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at North Wildwood, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Northfield, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Ocean Township, Inc.		12/03/2008	CORPORATION:
K. Hovnanian at Oceanport, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Old Bridge, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Paramus, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Parsippany-Troy Hills, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Peapack- Gladstone, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Pittsgrove, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:

**TRADEMARK**

**REEL: 003903 FRAME: 0078**

K. HOVNIANIAN AT PORT IMPERIAL URBAN RENEWAL IV, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. HOVNIANIAN AT PORT IMPERIAL URBAN RENEWAL V, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. HOVNIANIAN AT PORT IMPERIAL URBAN RENEWAL VI, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. HOVNIANIAN AT PORT IMPERIAL URBAN RENEWAL VII, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. HOVNIANIAN AT PORT IMPERIAL URBAN RENEWAL VIII, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnianian at Princeton Landing, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnianian at Princeton NJ, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnianian at Randolph, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnianian at Readington II, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnianian at Red Bank, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnianian at Reservoir Ridge, Inc.		12/03/2008	CORPORATION:
K. Hovnianian at Sayreville, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. HOVNIANIAN AT SCOTCH PLAINS II, INC.		12/03/2008	CORPORATION:
K. Hovnianian at Scotch Plains, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnianian at Ridgemont, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnianian at Smithville III, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnianian at Smithville, Inc.		12/03/2008	CORPORATION:
K. Hovnianian at Somers Point, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnianian at South Brunswick V, Inc.		12/03/2008	CORPORATION:
K. Hovnianian at South Brunswick, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnianian at Sparta, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. HOVNIANIAN AT SPRINGCO,		12/03/2008	LIMITED LIABILITY COMPANY:

**TRADEMARK**

**REEL: 003903 FRAME: 0079**

L.L.C.			COMPANY:
K. Hovnanian at Tannery Hill, Inc.		12/03/2008	CORPORATION:
K. Hovnanian at Teaneck , L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at The Bluff, Inc.		12/03/2008	CORPORATION:
K. Hovnanian at The Monarch, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Trenton, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Union Township I, Inc.		12/03/2008	CORPORATION:
K. Hovnanian at Union Township II, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Upper Freehold Township I, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Upper Freehold Township II, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Upper Freehold Township III, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. HOVNANIAN AT VERONA URBAN RENEWAL, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. HOVNANIAN AT VINELAND, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Wall Township VI, Inc.		12/03/2008	CORPORATION:
K. Hovnanian at Wall Township VIII, Inc.		12/03/2008	CORPORATION:
K. Hovnanian at Warren Township , L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Washington, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Wayne III, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Wayne IX, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Wayne V, Inc.		12/03/2008	CORPORATION:
K. Hovnanian at West Milford, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Wildwood Bayside, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Woodhill Estates, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Woolwich I, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian Chesterfield Investment, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:

**TRADEMARK**

**REEL: 003903 FRAME: 0080**

K. Hovnanian Classics CIP, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian Companies Northeast, Inc.		12/03/2008	CORPORATION:
K. Hovnanian Construction II, Inc.		12/03/2008	CORPORATION:
K. Hovnanian Construction III, Inc.		12/03/2008	CORPORATION:
K. Hovnanian Construction Management, Inc.		12/03/2008	CORPORATION:
K. Hovnanian Holdings NJ, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian Northeast Services, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian Port Imperial Urban Renewal, Inc.		12/03/2008	CORPORATION:
K. Hovnanian Properties of Red Bank, Inc.		12/03/2008	CORPORATION:
K. Hovnanian Southern New Jersey, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. HOVNANIAN T&C INVESTMENT, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian Venture I, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian Private Home Portfolio, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
KHIP, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
LANDARAMA, INC.		12/03/2008	CORPORATION:
M&M AT APPLE RIDGE, LLC		12/03/2008	LIMITED LIABILITY COMPANY:
M&M at Chesterfield, LLC		12/03/2008	LIMITED LIABILITY COMPANY:
M&M AT Copper Beech, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
M&M AT Crescent Court, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
M&M at East Mill, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
M&M at East Rutherford, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
M&M at Kensington Woods, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
M&M at Long Branch, Inc.		12/03/2008	CORPORATION:
M&M AT MORRISTOWN, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
M&M AT SHERIDAN, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:

**TRADEMARK**

**REEL: 003903 FRAME: 0081**



M&M AT SPINNAKER POINT, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
M&M AT SPRUCE HOLLOW, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
M&M AT SPRUCE RUN, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
M&M at Statin Square, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
M&M at Tamarack Hollow, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
M&M at the Chateau, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
M&M AT THE HIGHLANDS, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
M&M AT UNION, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
M&M at West Orange, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
M&M at Westport, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
M&M at Wheatena Urban Renewal, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
M&M INVESTMENTS, L.P.		12/03/2008	LIMITED PARTNERSHIP:
Matzel & Mumford at Egg Harbor, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
MATZEL & MUMFORD AT MONTGOMERY, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
Matzel & Mumford at South Bound Brook Urban Renewal, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
MCNJ, Inc.		12/03/2008	CORPORATION:
MMIP, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
Terrapin Realty, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
THE LANDINGS AT SPINNAKER POINTE, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
The Matzel & Mumford Organization, Inc.		12/03/2008	CORPORATION:
K. Hovnanian Classics, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
Builder Services NY, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. HOVNANIAN AT CLARKSTOWN, INC.		12/03/2008	CORPORATION:
K. HOVNANIAN AT MONROE II, INC.		12/03/2008	CORPORATION:

**TRADEMARK**

**REEL: 003903 FRAME: 0082**

K. Hovnanian at New Windsor, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. HOVNIANIAN AT NORTHERN WESTCHESTER, INC.		12/03/2008	CORPORATION:
K. HOVNIANIAN AT STONY POINT, INC.		12/03/2008	CORPORATION:
K. HOVNIANIAN AT TUXEDO, INC.		12/03/2008	CORPORATION:
K. HOVNIANIAN AT WASHINGTONVILLE, INC.		12/03/2008	CORPORATION:
K. HOVNIANIAN COMPANIES OF NEW YORK, INC.		12/03/2008	LIMITED LIABILITY COMPANY:
K. HOVNIANIAN DEVELOPMENTS OF NEW YORK, INC.		12/03/2008	CORPORATION:
K. Hovnanian Four Seasons at Hamptonburgh, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian Developments of Ohio, Inc.		12/03/2008	CORPORATION:
K. Hovnanian Ohio Realty, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. HOVNIANIAN OSTER HOMES, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian Summit Homes, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
MIDWEST BUILDING PRODUCTS & CONTRACTOR SERVICES, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
Builder Services PA, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
Governor's Abstract Co., Inc.		12/03/2008	CORPORATION:
Hovnanian Land Investment Group of Pennsylvania, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Allenberry, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Allentown, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Broad and Walnut, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. HOVNIANIAN AT CAMP HILL, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at East Brandywine, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian At East Whiteland I, Inc.		12/03/2008	CORPORATION:
K. HOVNIANIAN AT FORKS TWP. I, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Hershey's Mill, Inc.		12/03/2008	CORPORATION:

**TRADEMARK**

**REEL: 003903 FRAME: 0083**

K. Hovnanian at Lower Macungie Township I, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Lower Macungie Township II, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Lower Makefield Township I, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Lower Moreland I, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Lower Moreland II, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Lower Moreland III, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Lower Saucon, Inc.		12/03/2008	CORPORATION:
K. Hovnanian at Macungie, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Montgomery I, Inc.		12/03/2008	CORPORATION:
K. Hovnanian at Northampton, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Perkiomen I, Inc.		12/03/2008	CORPORATION:
K. Hovnanian at Perkiomen II, Inc.		12/03/2008	CORPORATION:
K. Hovnanian at Philadelphia II, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Philadelphia III, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Philadelphia IV, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. HOVNANIAN AT RAPHO, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Sawmill, Inc.		12/03/2008	CORPORATION:
K. Hovnanian at Silver Spring, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Thornbury, Inc.		12/03/2008	CORPORATION:
K. Hovnanian at Upper Makefield I, Inc.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Upper Uwchian II, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at Upper Uwchian, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian at West Brandford, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian Companies of Pennsylvania, Inc.		12/03/2008	CORPORATION:
K. Hovnanian Developments of Pennsylvania, Inc.		12/03/2008	CORPORATION:
K. Hovnanian Eastern			LIMITED LIABILITY

**TRADEMARK**

**REEL: 003903 FRAME: 0084**

Pennsylvania, L.L.C.		12/03/2008	COMPANY:
K. HOVNIANIAN HOMES OF PENNSYLVANIA, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnianian PA Real Estate, Inc.		12/03/2008	CORPORATION:
K. Hovnianian Pennsylvania Acquisitions, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnianian Summit Homes of Pennsylvania, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
Midwest Building Products & Contractor Services of Pennsylvania, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
RIDGEMORE UTILITY ASSOCIATES OF PENNSYLVANIA, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnianian CraftBuild Homes of South Carolina, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnianian Developments of South Carolina, Inc.		12/03/2008	CORPORATION:
K. Hovnianian Four Seasons at Gold Hill, LLC		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnianian Homes of South Carolina, LLC		12/03/2008	LIMITED LIABILITY COMPANY:
Westminster Homes of Tennessee, Inc.		12/03/2008	CORPORATION:
Hovnianian Land Investment Group of Texas LLC		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnianian Developments of Texas, Inc.		12/03/2008	CORPORATION:
K. Hovnianian Homes - DFW, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnianian Homes of Houston, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnianian of Houston II, L.L.C		12/03/2008	LIMITED LIABILITY COMPANY:
PARK TITLE COMPANY, LLC		12/03/2008	LIMITED LIABILITY COMPANY:
Alford, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
Dulles Coppermine, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
FOUNDERS TITLE AGENCY, INC.		12/03/2008	CORPORATION:
Hovnianian Land Investment Group of Virginia, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnianian at Camreon Chase, Inc.		12/03/2008	CORPORATION:
K. Hovnianian at Lake Ridge		12/03/2008	LIMITED LIABILITY COMPANY:

**TRADEMARK**

**REEL: 003903 FRAME: 0085**

Crossing, L.L.C			COMPANY:
K. Hovnanian at Lake Terrapin, L.L.C		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian Companies of Virginia, Inc.		12/03/2008	CORPORATION:
K. Hovnanian Developments of Virginia, Inc.		12/03/2008	CORPORATION:
K. Hovnanian Four Seasons @ Historic Virginia, L.L.C		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian Homes at Belmont Overlook, L.L.C		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian Homes at Cameron Station, L.L.C		12/03/2008	LIMITED LIABILITY COMPANY:
K. HOVNANIAN HOMES AT PAYNE STREET, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian Homes at Victoria Station, L.L.C		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian Homes of Virginia, Inc.		12/03/2008	CORPORATION:
K. Hovnanian Summit Holdings, L.L.C		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian's Four Seasons at Ashburn Village, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. HOVNANIAN'S FOUR SEASONS AT CHARLOTTESVILLE, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian's Four Seasons at Dulles Discovery Condominium, L.L.C		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian's Four Seasons at Dulles Discovery, L.L.C		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian's Four Seasons at New Kent Vineyards, L.L.C		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian's Four Seasons at Vint Hill, L.L.C		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian Developments of West Virginia, Inc.		12/03/2008	CORPORATION:
K. Hovnanian Homes of West Virginia, L.L.C		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian Summit Homes of West Virginia, L.L.C		12/03/2008	LIMITED LIABILITY COMPANY:
K. Hovnanian's Four Seasons at Huntfield, L.L.C		12/03/2008	LIMITED LIABILITY COMPANY:
Midwest Building Products & Contractor Services of West Virginia, L.L.C.		12/03/2008	LIMITED LIABILITY COMPANY:

## RECEIVING PARTY DATA

Name:	Wilmington Trust Company
Street Address:	1100 North Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890
Entity Type:	Trust Company:

## PROPERTY NUMBERS Total: 51

Property Type	Number	Word Mark
Registration Number:	2799359	55 NEVER LOOKED SO GOOD
Registration Number:	2846436	BRIGHTON
Registration Number:	2395356	BRIGHTON HOMES
Registration Number:	2412033	BRIGHTON HOMES
Registration Number:	3248918	1 FIRST HOME
Registration Number:	3248917	FIRST HOME BUILDERS
Registration Number:	3048893	FIRST HOME BUILDERS OF FLORIDA
Registration Number:	1882505	FORECAST
Registration Number:	3058115	FORECAST HOMES
Registration Number:	3017498	HOME DESIGN GALLERY
Registration Number:	2671911	HOMES FILLED WITH WONDER
Registration Number:	1878892	HOMES FOR A NEW GENERATION
Serial Number:	78849090	HOVNANIAN ENTERPRISES
Serial Number:	78849105	HOVNANIAN ENTERPRISES, INC.
Serial Number:	77518818	55 NEVER LOOKED SO GOOD
Serial Number:	77518838	IF YOU'RE NOT 55, YOU'LL WISH YOU WERE
Registration Number:	2207300	IF YOU'RE NOT 55, YOU'LL WISH YOU WERE!
Serial Number:	77518825	K HOVNANIAN
Registration Number:	1519168	K HOVNANIAN
Registration Number:	3493815	K HOVNANIAN HOMES
Serial Number:	77496625	K HOVNANIAN HOMES
Serial Number:	77518849	K. HOVNANIAN
Registration Number:	1519167	K. HOVNANIAN
Serial Number:	78513892	K. HOVNANIAN'S CONCIERGE CLUB
Registration Number:	3270365	K. HOVNANIAN'S CONCIERGE CLUB

Serial Number:	77518841	K. HOVNANIAN'S DISTINCTIVE PROPERTIES
Registration Number:	2815805	K. HOVNANIAN'S DISTINCTIVE PROPERTIES
Serial Number:	78762609	K. HOVNANIAN'S METRO LIVING
Serial Number:	78762645	K. HOVNANIAN'S METRO LIVING
Serial Number:	78762663	K. HOVNANIAN'S METRO LIVING
Registration Number:	2710008	KHOV
Registration Number:	2544720	KHOV.COM
Registration Number:	2965030	LET'S BUILD IT TOGETHER
Registration Number:	2725754	LIFE. STYLE. CHOICES.
Registration Number:	3071666	MATZEL & MUMFORD
Serial Number:	77575697	M&M MATZEL & MUMFORD
Registration Number:	3485604	M&M MATZEL & MUMFORD
Registration Number:	3485602	M&M MATZEL & MUMFORD
Registration Number:	2722195	MORE AT HOME
Registration Number:	2567675	PARKSIDE
Registration Number:	3489564	PRIMER HOGAR
Serial Number:	77518833	THE AMERICAN DREAM IS JUST A CLICK AWAY
Registration Number:	3110426	THE AMERICAN DREAM IS JUST A CLICK AWAY
Registration Number:	1418620	THE FIRST NAME IN LASTING VALUE
Serial Number:	77554910	THE NAME BEHIND THE AMERICAN DREAM
Registration Number:	3088834	THE NAME BEHIND THE AMERICAN DREAM
Serial Number:	77518822	THE NAME BEHIND THE DREAM
Registration Number:	3110425	THE NAME BEHIND THE DREAM
Registration Number:	2040802	
Registration Number:	3038601	WESTMINSTER HOMES
Registration Number:	2671912	WONDER HOMES

**CORRESPONDENCE DATA**

Fax Number: (866)826-5420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 3016380511  
Email: ipresearchplus@comcast.net  
Correspondent Name: IP Research Plus, Inc.  
Address Line 1: 21 Tadcaster Circle  
Address Line 2: Attn: Penelope J.A. Agodoa  
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:

33960

**TRADEMARK**

**REEL: 003903 FRAME: 0088**

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	12/06/2008

**Total Attachments: 65**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement"), dated as of December 3, 2008 is made by each of the pledgors signatory hereto (together with any other entity that may become a party hereto as provided herein, each a "Pledgor" and collectively, the "Pledgors"), in favor of Wilmington Trust Company, as Collateral Agent (in such capacity, the "Junior Agent") for the benefit of itself, the Junior Trustee (as defined below) and the Junior Noteholders (as defined below).

WHEREAS, pursuant to the Seventh Amended and Restated Credit Agreement, dated as of March 7, 2008, as amended by Amendment No. 1 to Seventh Amended and Restated Credit Agreement dated as of May 16, 2008 (as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among K. Hovnanian Enterprises, Inc., a California corporation (the "Issuer"), Hovnanian Enterprises, Inc., a Delaware corporation ("Hovnanian"), the Lenders now or hereafter party thereto (the "Lenders"), and PNC Bank National Association, as administrative agent (the "Administrative Agent"), the Lenders have provided certain loans and other financial accommodations to the Issuer;

WHEREAS, the Issuer, Hovnanian and each of the other Guarantors (as defined in the Senior Note Indenture) entered into the Indenture, dated as of May 27, 2008 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Senior Note Indenture") with Wilmington Trust Company (as successor to Deutsche Bank National Trust Company) as trustee (in such capacity, together with its successors and assigns, the "Senior Trustee"), pursuant to which the Issuer issued its 11 1/2 % Senior Secured Notes due 2013;

WHEREAS, the Issuer, Hovnanian and each of the other Guarantors (as defined in the Junior Note Indenture) have entered into the Indenture, dated as of December 3, 2008 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Junior Note Indenture") with Wilmington Trust Company as trustee (in such capacity, the "Junior Trustee") pursuant to which the Issuer issued its 18.0% Senior Secured Notes due 2017 (collectively, the "Junior Notes");

WHEREAS, the Issuer, Hovnanian, certain subsidiaries of Hovnanian party thereto, PNC Bank, National Association, as Senior Credit Agent and First-Lien Administrative Agent, the Senior Trustee, the Senior Noteholder Collateral Agent, the Junior Trustee, the Junior Agent and Wilmington Trust Company, as Mortgage Tax Collateral Agent have entered into the Intercreditor Agreement, dated as of December 3, 2008 (as amended, supplemented, amended or restated or otherwise modified from time to time, the "Intercreditor Agreement");

WHEREAS, the Issuer is a member of an affiliated group of companies that includes Hovnanian, the Issuer's parent company, and each other Pledgor;

WHEREAS, the Issuer and the other Pledgors are engaged in related businesses, and each Pledgor will derive substantial direct and indirect benefit from the issuance of the Junior Notes;

WHEREAS, pursuant to and under the Junior Note Indenture and the Third Lien Security Agreement dated as of December 3, 2008 (the "Junior Noteholder Security Agreement") among the parties hereto, the Issuer and the other Pledgors have agreed to enter into this agreement in order to grant a security interest to the Junior Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Junior Noteholder Security Agreement and (ii) the rules of construction set forth in Section 1.02 of the Junior Note Indenture shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, in the Junior Note Indenture or the Intercreditor Agreement, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in New York as amended from time to time (the "Code").

(b) "Copyright Licenses" shall mean any written agreement naming any Pledgor as licensor or licensee, granting any right under any Copyright, including, without limitation, the grant of rights to distribute, exploit and sell materials derived from any Copyright, including, without limitation, any of the foregoing referred to in Schedule A.

(c) "Copyrights" shall mean (i) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office referred to in Schedule A, and (ii) the right to obtain all renewals thereof.

(d) "Intellectual Property" shall mean the collective reference to all rights, priorities and privileges, whether arising under United States, multinational or foreign laws, in, to and under the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks and the Trademark Licenses, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

(e) "Junior Noteholder" means the "Holder" or "Holder of Notes" as defined in the Junior Note Indenture.

(f) "Patent License" shall mean all written agreements providing for the grant by or to any Pledgor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including, without limitation, any of the foregoing referred to in Schedule A.

(g) "Patents" shall mean (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof, including, without limitation, any of the foregoing referred to in Schedule A, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to in Schedule A, and (iii) all rights to obtain any reissues or extensions of the foregoing.

(h) "Trademarks" shall mean (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now owned or hereafter acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and all common-law rights related

thereto, including, without limitation, any of the foregoing referred to in Schedule A, and (ii) the right to obtain all renewals thereof.

(i) "Trademark License" shall mean any written agreement providing for the grant by or to any Pledgor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule A.

2. To secure the full payment and performance of all Secured Obligations, each Pledgor hereby grants, and conveys a security interest to Junior Agent in the entire right, title and interest of such Pledgor in and to all of its Intellectual Property; provided, however, that notwithstanding any of the other provisions set forth in this Section 2 (and notwithstanding any recording of the Junior Agent's Lien made in the U.S. Patent and Trademark Office, U.S. Copyright Office, or other registry office in any other jurisdiction), this Agreement shall not constitute a grant of a security interest in any property to the extent that such grant of a security interest is prohibited by any applicable Law of an Official Body, requires a consent not obtained of any Official Body pursuant to such Law or is prohibited by, or constitutes a breach or default under or results in the termination of or gives rise to any right of acceleration, modification or cancellation or requires any consent not obtained under, any contract, license, agreement, instrument or other document evidencing or giving rise to such property, except to the extent that such Law or the term in such contract, license, agreement, instrument or other document or similar agreement providing for such prohibition, breach, default or termination or requiring such consent is ineffective under applicable Law including 9-406, 9-407, 9-408 or 9-409 of the New York UCC (or any successor provision or provisions); provided, further, that no security interest shall be granted in any United States "intent-to-use" trademark or service mark application unless and until acceptable evidence of use of the trademark or service mark has been filed with and accepted by the U.S. Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (U.S.C. 1051, et seq.), and 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" trademark or service mark applications under applicable federal Law. After such period and after such evidence of use has been filed and accepted, each Pledgor acknowledges that such interest in such trademark or service mark applications will become part of the Collateral. The Junior Agent agrees that, at any Pledgor's reasonable written request and expense, it will provide such Pledgor confirmation that the assets described in this paragraph are in fact excluded from the Collateral during such limited period only.

3. Each Pledgor covenants and warrants that:

(a) To the knowledge of such Pledgor, on the date hereof, all material Intellectual Property owned by such Pledgor is valid, subsisting and unexpired, has not been abandoned and does not, to the knowledge of such Pledgor, infringe the intellectual property rights of any other Person;

(b) Such Pledgor is the owner of each item of Intellectual Property, free and clear of any and all Liens or claims of others except for the Permitted Encumbrances. No financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except with respect to Permitted Encumbrances;

(c) Such Pledgor will within thirty (30) calendar days after any change in its jurisdiction of organization, or change in its legal name, provide written notice thereof to the Junior Agent; and

(d) Such Pledgor shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Junior Agent may reasonably request to evidence

the Junior Agent's and the Secured Parties' security interest in such Intellectual Property and the goodwill of such Pledgors relating thereto or represented thereby.

4. Each of the obligations of each Pledgor under this Agreement is joint and several. Subject to the Intercreditor Agreement and any Collateral Agency Agreement, the Junior Agent and the other Secured Parties, or any of the them, may, in their sole discretion, elect to enforce this Agreement against any Pledgor without any duty or responsibility to pursue any other Pledgor and such an election by the Junior Agent and the other Secured Parties, or any of them, shall not be a defense to any action the Junior Agent and the other Secured Parties, or any of them, may elect to take against any Pledgor. Each of the Junior Agent and the other Secured Parties hereby reserve all right against each Pledgor.

5. Pledgor agrees that, until all of the Secured Obligations shall have been indefeasibly satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Pledgor's obligations under this Agreement, without the Junior Agent's prior written consent which shall not be unreasonably withheld except Pledgor may license technology in the ordinary course of business without the Junior Agent's consent to suppliers and customers to facilitate the manufacture and use of such Pledgor's products.

6. Prior to the Discharge of Senior Lender Claims, each Pledgor, if requested to do so with respect to the Senior Lender Claims by the Administrative Agent pursuant to Section 4.4 of the First Lien Security Agreement, shall execute and deliver to the Junior Agent, and have recorded, any and all agreements, instruments, documents, and papers to evidence the Junior Agent's and the other Secured Parties' third lien security interest in any Copyright, Patent or Trademark and the goodwill and General Intangibles of such Pledgor relating thereto or represented thereby. Following the Discharge of Senior Lender Claims but prior to the Discharge of Senior Claims, if requested to do so with respect to the Senior Noteholder Claims by the Senior Trustee pursuant to Section 4.4 of the Senior Noteholder Security Agreement, shall execute and deliver to the Junior Agent, and have recorded, any and all agreements, instruments, documents and papers to evidence the Junior Agent's and the other Secured Parties' third lien security interest in any Copyright, Patent or Trademark and the goodwill and General Intangibles of such Pledgor relating thereto or represented thereby. On and after the Discharge of Senior Claims, such Pledgor shall promptly execute and deliver, and have recorded, any and all agreements, instruments, documents, and papers as may be necessary to create and perfect the Junior Agent's and the other Secured Parties' security interest in any Copyright, Patent or Trademark and the goodwill and General Intangibles of such Pledgor relating thereto or represented thereby. In addition, if, before the Secured Obligations shall have been indefeasibly satisfied in full, any Pledgor shall own any new trademark applications or registrations or any new registered copyrights or patents, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Intellectual Property, the provisions of this Agreement shall automatically apply thereto and such Pledgor shall give to Junior Agent prompt notice thereof in writing. Each Pledgor and Junior Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

7. Subject to the Intercreditor Agreement and any Collateral Agency Agreement, Junior Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Junior Noteholder Security Agreement and the Junior Note Indenture, those allowed by applicable Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Intellectual Property may be located and, without limiting the generality of the foregoing, solely if an Event of Default has occurred and is continuing and subject to the Intercreditor Agreement and any Collateral Agency Agreement, the Junior Agent may

immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Pledgors, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Junior Agent shall designate by notice to the Pledgors, in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time any part of the Intellectual Property, or any interest which any Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Intellectual Property all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Obligations as the Junior Agent, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Secured Obligations shall, subject to the Intercreditor Agreement and any Collateral Agency Agreement, be paid over to Pledgors. Notice of any sale or other disposition of the Intellectual Property shall be given to Pledgors at least ten (10) days before the time of any intended public or private sale or other disposition of the Intellectual Property is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Junior Agent may, to the extent permissible under applicable Law, purchase the whole or any part of the Intellectual Property sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released. The Junior Agent shall endeavor to provide the Issuer with notice at or about the time of the exercise of remedies in the preceding sentence, provided that the failure to provide such notice shall not in any way compromise or adversely affect the exercise of such remedies or the Junior Agent's rights hereunder.

8. If any Event of Default shall have occurred and be continuing, Pledgor hereby authorizes and empowers the Junior Agent to make, constitute and appoint any officer or agent of the Junior Agent, as the Junior Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Junior Agent to use the Intellectual Property, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Intellectual Property to any third person, or necessary for the Junior Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Intellectual Property to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

9. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by the Junior Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Intellectual Property, or the defense or prosecution of any actions or proceedings arising out of or related to the Intellectual Property, shall be borne and paid by Pledgor within fifteen (15) days of demand by the Junior Agent.

10. No course of dealing between Pledgor and the Junior Agent, nor any failure to exercise nor any delay in exercising, on the part of the Junior Agent, any right, power or privilege hereunder or under the Junior Note Indenture or other Junior Noteholder Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. All of the Junior Agent's rights and remedies with respect to the Intellectual Property, whether established hereby, by the Junior Noteholder Security Agreement or by the Junior Note Indenture or by any other agreements or by Law, shall be cumulative and may be exercised singularly or

concurrently. In the event of any irreconcilable inconsistency in the terms of this Agreement and the Junior Noteholder Security Agreement, the Junior Noteholder Security Agreement shall control.

12. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

13. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 6 hereof or Section 8.1 of the Junior Noteholder Security Agreement.

14. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that Pledgor may not assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

15. This Agreement and the rights and obligations of the parties under this agreement shall be governed by, and construed and interpreted in accordance with, the Law of the State of New York.

16. Each Pledgor (i) hereby irrevocably submits to the nonexclusive jurisdiction of the courts of the State of New York and the United States District Court for the Southern District of New York, or any successor to said court (hereinafter referred to as the "New York Courts") for purposes of any suit, action or other proceeding which relates to this Agreement or any other Junior Noteholder Document, (ii) to the extent permitted by applicable Law, hereby waives and agrees not to assert by way of motion, as a defense or otherwise in any such suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of the New York Courts, that such suit, action or proceeding is brought in an inconvenient forum, that the venue of such suit, action or proceeding is improper, or that this Agreement or any Junior Noteholder Document may not be enforced in or by the New York Courts, (iii) hereby agrees not to seek, and hereby waives, any collateral review by any other court, which may be called upon to enforce the judgment of any of the New York Courts, of the merits of any such suit, action or proceeding or the jurisdiction of the New York Courts, and (iv) waives personal service of any and all process upon it and consents that all such service of process be made by certified or registered mail addressed as provided in Section 19 hereof and service so made shall be deemed to be completed upon actual receipt thereof. Nothing herein shall limit any Secured Party's right to bring any suit, action or other proceeding against any Pledgor or any of any Pledgor's assets or to serve process on any Pledgor by any means authorized by Law.

17. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy transmission to the Junior Agent or any Secured Party of the signature pages hereof purporting to be signed on behalf of any Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

18. EXCEPT AS PROHIBITED BY LAW, EACH PLEDGOR AND EACH OF THE COMPANIES HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER JUNIOR NOTEHOLDER DOCUMENTS OR TRANSACTIONS RELATING THERETO.

19. All notices, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 13.03 of the Junior Note Indenture.

20. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Junior Agent hereunder and under the other Junior Noteholder Documents, because the Junior Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Junior Agent's rights (i) to inspect the books and records related to the Pledged Collateral, (ii) to receive the various notifications such Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Pledged Collateral, (iv) to enforce the provisions hereof pursuant to which the such Pledgor has appointed the Junior Agent its attorney-in-fact, and (v) to enforce the Junior Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

21. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Secured Party pursuant to this Agreement and the exercise of any right or remedy by the Secured Party hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

22. In the performance of its obligations hereunder, the Junior Agent shall be entitled to the privileges, powers and immunities afforded to it as Collateral Agent under the Junior Note Indenture. The Junior Agent shall be entitled to refuse to take or refrain from taking any discretionary action or exercise any discretionary powers set forth in this Agreement unless it has received direction of a majority of Junior Noteholders with respect thereto. Notwithstanding anything to the contrary contained herein, the Junior Agent shall have no responsibility for the creation, perfection, priority, sufficiency or protection of any liens securing Secured Obligations.

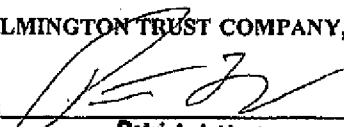
**[SIGNATURES APPEAR ON FOLLOWING PAGE]**



[SIGNATURE PAGE 1 OF 39 TO THE THIRD LIEN IP SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

WILMINGTON TRUST COMPANY, as Junior Agent

By:   
Name: Patrick J. Healy  
Title: Vice President

[SIGNATURE PAGE 2 OF 39 TO THE THIRD LIEN IP SECURITY AGREEMENT]

Pledgors:

K. HOVNANIAN ENTERPRISES, INC.

By: 

Name: David G. Valiaveedan

Title: Vice-President -- Finance

[SIGNATURE PAGE 3 OF 39 TO THE THIRD LIEN IP SECURITY AGREEMENT]

HOVNIANIAN ENTERPRISES, INC.

By: 

Name: David G. Valiaveedan

Title: Vice-President - Finance

EASTERN TITLE AGENCY, INC.

FOUNDERS TITLE AGENCY, INC.

GOVERNOR'S ABSTRACT CO., INC.

HOVNIANIAN DEVELOPMENTS OF FLORIDA, INC.

K. HOV INTERNATIONAL, INC.

K. HOV IP, II, INC.

K. HOV IP, INC.

K. HOVNIANIAN ACQUISITIONS, INC.

K. HOVNIANIAN AT BERNARDS IV, INC.

K. HOVNIANIAN AT BRANCHBURG III, INC.

K. HOVNIANIAN AT BRIDGEPORT, INC.

K. HOVNIANIAN AT BRIDGEWATER VI, INC.

K. HOVNIANIAN AT BURLINGTON III, INC.

K. HOVNIANIAN AT BURLINGTON, INC.

K. HOVNIANIAN AT CALABRIA, INC.

K. HOVNIANIAN AT CAMERON CHASE, INC.

K. HOVNIANIAN AT CARMEL DEL MAR, INC.

K. HOVNIANIAN AT CASTILE, INC.

K. HOVNIANIAN AT CHAPARRAL, INC.

K. HOVNIANIAN AT CLARKSTOWN, INC.

K. HOVNIANIAN AT CRESTLINE, INC.

K. HOVNIANIAN AT DOMINGUEZ HILLS, INC.

K. HOVNIANIAN AT EAST WHITELAND I, INC.

K. HOVNIANIAN AT FREEHOLD TOWNSHIP I, INC.

K. HOVNIANIAN AT HERSHEY'S MILL, INC.

K. HOVNIANIAN AT HACKETTSTOWN, INC.

K. HOVNIANIAN AT HIGHLAND VINEYARDS, INC.

[SIGNATURE PAGE 4 OF 39 TO THE THIRD LIEN IP SECURITY AGREEMENT]

K. HOVNANIAN AT HOPEWELL IV, INC.  
K. HOVNANIAN AT HOPEWELL VI, INC.  
K. HOVNANIAN AT HOWELL TOWNSHIP, INC.  
K. HOVNANIAN AT KINGS GRANT I, INC.  
K. HOVNANIAN AT LA TERRAZA, INC.  
K. HOVNANIAN AT LAKEWOOD, INC.  
K. HOVNANIAN AT LOWER SAUCON, INC.  
K. HOVNANIAN AT MAHWAH II, INC.  
K. HOVNANIAN AT MAHWAH VI, INC.  
K. HOVNANIAN AT MAHWAH VII, INC.  
K. HOVNANIAN AT MANALAPAN, INC.  
K. HOVNANIAN AT MARLBORO II, INC.  
K. HOVNANIAN AT MARLBORO TOWNSHIP III, INC.  
K. HOVNANIAN AT MARLBORO TOWNSHIP IV, INC.  
K. HOVNANIAN AT MONTGOMERY I, INC.  
K. HOVNANIAN AT MONROE II, INC.  
K. HOVNANIAN AT NORTHERN WESTCHESTER, INC.  
K. HOVNANIAN AT NORTHLAKE, INC.  
K. HOVNANIAN AT OCEAN TOWNSHIP, INC.  
K. HOVNANIAN AT OCEAN WALK, INC.  
K. HOVNANIAN AT PERKIOMEN I, INC.  
K. HOVNANIAN AT PERKIOMEN II, INC.  
K. HOVNANIAN AT RANCHO CRISTIANITOS, INC.  
K. HOVNANIAN AT RESERVOIR RIDGE, INC.  
K. HOVNANIAN AT SAN SEVAINE, INC.  
K. HOVNANIAN AT SARATOGA, INC.  
K. HOVNANIAN AT SAWMILL, INC.  
K. HOVNANIAN AT SCOTCH PLAINS II, INC.  
K. HOVNANIAN AT SMITHVILLE, INC.  
K. HOVNANIAN AT SOUTH BRUNSWICK V, INC.  
K. HOVNANIAN AT STONE CANYON, INC.  
K. HOVNANIAN AT STONY POINT, INC.  
K. HOVNANIAN AT SYCAMORE, INC.

[SIGNATURE PAGE 5 OF 39 TO THE THIRD LIEN IP SECURITY AGREEMENT]

K. HOVNIANIAN AT TANNERY HILL, INC.  
K. HOVNIANIAN AT THE BLUFF, INC.  
K. HOVNIANIAN AT THORNBURY, INC.  
K. HOVNIANIAN AT TIERRASANTA, INC.  
K. HOVNIANIAN AT TROVATA, INC.  
K. HOVNIANIAN AT TUXEDO, INC.  
K. HOVNIANIAN AT UNION TOWNSHIP I, INC.  
K. HOVNIANIAN AT UPPER FREEHOLD TOWNSHIP I,  
INC.  
K. HOVNIANIAN AT UPPER MAKEFIELD I, INC.  
K. HOVNIANIAN AT VAIL RANCH, INC.  
K. HOVNIANIAN AT WALL TOWNSHIP VI, INC.  
K. HOVNIANIAN AT WALL TOWNSHIP VIII, INC.  
K. HOVNIANIAN AT WASHINGTONVILLE, INC.  
K. HOVNIANIAN AT WAYNE III, INC.  
K. HOVNIANIAN AT WAYNE V, INC.  
K. HOVNIANIAN AT WILDROSE, INC.  
K. HOVNIANIAN COMMUNITIES, INC.  
K. HOVNIANIAN COMPANIES NORTHEAST, INC.  
K. HOVNIANIAN COMPANIES OF CALIFORNIA, INC.  
K. HOVNIANIAN COMPANIES OF MARYLAND, INC.  
K. HOVNIANIAN COMPANIES OF NEW YORK, INC.  
K. HOVNIANIAN COMPANIES OF PENNSYLVANIA, INC.  
K. HOVNIANIAN COMPANIES OF SOUTHERN  
CALIFORNIA, INC.  
K. HOVNIANIAN COMPANIES OF VIRGINIA, INC.  
K. HOVNIANIAN CONSTRUCTION II, INC.  
K. HOVNIANIAN CONSTRUCTION III, INC.  
K. HOVNIANIAN CONSTRUCTION MANAGEMENT, INC.  
K. HOVNIANIAN DEVELOPMENTS OF VIRGINIA, INC.  
K. HOVNIANIAN DEVELOPMENTS OF ARIZONA, INC.  
K. HOVNIANIAN DEVELOPMENTS OF CALIFORNIA, INC.  
K. HOVNIANIAN DEVELOPMENTS OF CONNECTICUT,  
INC.


[SIGNATURE PAGE 6 OF 39 TO THE THIRD LIEN IP SECURITY AGREEMENT]

K. HOVNANIAN DEVELOPMENTS OF D.C., INC.  
K. HOVNANIAN DEVELOPMENTS OF DELAWARE, INC.  
K. HOVNANIAN DEVELOPMENTS OF GEORGIA, INC.  
K. HOVNANIAN DEVELOPMENTS OF ILLINOIS, INC.  
K. HOVNANIAN DEVELOPMENTS OF INDIANA, INC.  
K. HOVNANIAN DEVELOPMENTS OF KENTUCKY, INC.  
K. HOVNANIAN DEVELOPMENTS OF MARYLAND, INC.  
K. HOVNANIAN DEVELOPMENTS OF MICHIGAN, INC.  
K. HOVNANIAN DEVELOPMENTS OF MINNESOTA, INC.  
K. HOVNANIAN DEVELOPMENTS OF NEW JERSEY II,  
INC.  
K. HOVNANIAN DEVELOPMENTS OF NEW JERSEY, INC.  
K. HOVNANIAN DEVELOPMENTS OF NEW YORK, INC.  
K. HOVNANIAN DEVELOPMENTS OF NORTH  
CAROLINA, INC.  
K. HOVNANIAN DEVELOPMENTS OF OHIO, INC.  
K. HOVNANIAN DEVELOPMENTS OF PENNSYLVANIA,  
INC.  
K. HOVNANIAN DEVELOPMENTS OF SOUTH  
CAROLINA, INC.  
K. HOVNANIAN DEVELOPMENTS OF TEXAS, INC.  
K. HOVNANIAN DEVELOPMENTS OF WEST VIRGINIA,  
INC.  
K. HOVNANIAN FORECAST HOMES NORTHERN, INC.  
K. HOVNANIAN HOMES OF NORTH CAROLINA, INC.  
K. HOVNANIAN HOMES OF VIRGINIA, INC.  
K. HOVNANIAN PA REAL ESTATE, INC.  
K. HOVNANIAN PORT IMPERIAL URBAN RENEWAL,  
INC.  
K. HOVNANIAN PROPERTIES OF RED BANK, INC.  
LANDARAMA, INC.  
M&M AT LONG BRANCH, INC.  
MCNJ, INC.  
SEABROOK ACCUMULATION CORPORATION

[SIGNATURE PAGE 7 OF 39 TO THE THIRD LIEN IP SECURITY AGREEMENT]

STONEBROOK HOMES, INC.  
THE MATZEL & MUMFORD ORGANIZATION, INC.  
WASHINGTON HOMES, INC.  
WESTMINSTER HOMES, INC.  
WESTMINSTER HOMES OF TENNESSEE, INC.  
WH LAND I, INC.  
WH PROPERTIES, INC.

By:

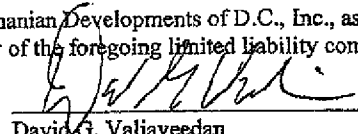
  
\_\_\_\_\_  
David G. Valiaveedan  
On behalf of, and as Vice-President - Finance of each of  
the foregoing corporations

[SIGNATURE PAGE 8 OF 39 TO THE THIRD LIEN IP SECURITY AGREEMENT]

K. HOVNANIAN HOMES OF D.C., L.L.C.

By: K. Hovnanian Developments of D.C., Inc., as the sole member of the foregoing limited liability company

By:

  
David G. Valiaveedan  
Vice-President - Finance

FOUNDERS TITLE AGENCY OF MARYLAND, L.L.C.

GREENWAY FARMS UTILITY ASSOCIATES, L.L.C.

HOMEBUYERS FINANCIAL SERVICES, L.L.C.

HOVNANIAN LAND INVESTMENT GROUP OF MARYLAND, L.L.C.

HOVNANIAN LAND INVESTMENT GROUP, L.L.C.

K. HOVNANIAN AT KING FARM, L.L.C.

K. HOVNANIAN AT RODERUCK, L.L.C.

K. HOVNANIAN AT WILLOW BROOK, L.L.C.

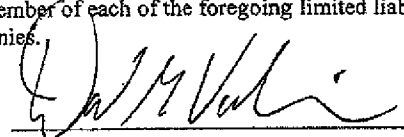
K. HOVNANIAN COMPANIES METRO D.C. NORTH, L.L.C.

K. HOVNANIAN HOMES AT CAMP SPRINGS, L.L.C.

K. HOVNANIAN HOMES AT CIDER MILL, L.L.C.

By: K. Hovnanian Developments of Maryland, Inc., as the sole member of each of the foregoing limited liability companies.

By:

  
David G. Valiaveedan  
Vice-President - Finance



[SIGNATURE PAGE 9 OF 39 TO THE THIRD LIEN IP SECURITY AGREEMENT]

K. HOVNIANIAN HOMES AT FOREST RUN, L.L.C.

K. HOVNIANIAN HOMES AT GREENWAY FARM PARK  
TOWNS, L.L.C.

K. HOVNIANIAN HOMES AT GREENWAY FARM, L.L.C.

K. HOVNIANIAN HOMES AT RENAISSANCE PLAZA,  
L.L.C.

K. HOVNIANIAN HOMES AT RUSSETT, L.L.C.

K. HOVNIANIAN HOMES OF MARYLAND, L.L.C.

K. HOVNIANIAN'S FOUR SEASONS AT KENT ISLAND  
CONDOMINIUMS, L.L.C.

K. HOVNIANIAN'S FOUR SEASONS AT KENT ISLAND,  
L.L.C.

K. HOVNIANIAN'S FOUR SEASONS AT ST. MARGARETS  
LANDING, L.L.C.

RIDGEMORE UTILITY, L.L.C.

WASHINGTON HOMES AT COLUMBIA TOWN CENTER,  
L.L.C.

WH/PR LAND COMPANY, LLC

WOODLAND LAKE CONDOMINIUMS AT BOWIE NEW  
TOWN, L.L.C.

By: K. Hovnianian Developments of Maryland, Inc., as the  
sole member of each of the foregoing limited liability  
companies.

By:



David G. Valiaveedan  
Vice-President - Finance

[SIGNATURE PAGE 10 OF 39 TO THE THIRD LIEN IP SECURITY AGREEMENT]

ALFORD, L.L.C.

DULLES COPPERMINE, L.L.C.

HOVNANIAN LAND INVESTMENT GROUP OF VIRGINIA,  
L.L.C.

K. HOVNANIAN AT LAKE RIDGE CROSSING, L.L.C.

K. HOVNANIAN AT LAKE TERRAPIN, L.L.C.

K. HOVNANIAN FOUR SEASONS @ HISTORIC VIRGINIA,  
L.L.C.

K. HOVNANIAN HOMES AT CAMERON STATION, L.L.C.

K. HOVNANIAN HOMES AT BELMONT OVERLOOK,  
L.L.C.

K. HOVNANIAN HOMES AT PAYNE STREET, L.L.C.

K. HOVNANIAN HOMES AT VICTORIA STATION, L.L.C.

K. HOVNANIAN SUMMIT HOLDINGS, L.L.C.

K. HOVNANIAN'S FOUR SEASONS AT ASHBURN  
VILLAGE, L.L.C.

K. HOVNANIAN'S FOUR SEASONS AT  
CHARLOTTESVILLE, L.L.C.

K. HOVNANIAN'S FOUR SEASONS AT DULLES  
DISCOVERY CONDOMINIUM, L.L.C.

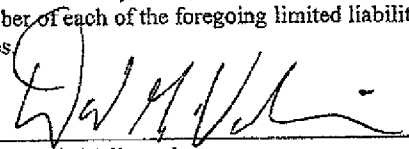
K. HOVNANIAN'S FOUR SEASONS AT DULLES  
DISCOVERY, L.L.C.

K. HOVNANIAN'S FOUR SEASONS AT NEW KENT  
VINEYARDS, L.L.C.

K. HOVNANIAN'S FOUR SEASONS AT VINT HILL, L.L.C.

By: K. Hovnanian Developments of Virginia, Inc., as the  
sole member of each of the foregoing limited liability  
companies.

By:

  
\_\_\_\_\_  
David G. Valiaveedan  
Vice-President - Finance

[SIGNATURE PAGE 11 OF 39 TO THE THIRD LIEN IP SECURITY AGREEMENT]

AUDDIE ENTERPRISES, L.L.C.  
BUILDER SERVICES NJ, L.L.C.  
HOVNIANIAN LAND INVESTMENT GROUP OF NEW JERSEY,  
L.L.C.  
K. HOVNIANIAN AT ABERDEEN URBAN RENEWAL, L.L.C.  
K. HOVNIANIAN AT ALLENDALE, L.L.C.  
K. HOVNIANIAN AT BARNEGAT I, L.L.C.  
K. HOVNIANIAN AT BARNEGAT II, L.L.C.  
K. HOVNIANIAN AT BARNEGAT III, L.L.C.  
K. HOVNIANIAN AT BERKELEY, L.L.C.  
K. HOVNIANIAN AT BERNARDS V, L.L.C.  
K. HOVNIANIAN AT BLUE HERON PINES, L.L.C.  
K. HOVNIANIAN AT BRIDGEWATER I, L.L.C.  
K. HOVNIANIAN AT CAMDEN I, L.L.C.  
K. HOVNIANIAN AT CEDAR GROVE III, L.L.C.  
K. HOVNIANIAN AT CEDAR GROVE IV, L.L.C.  
K. HOVNIANIAN AT CHESTER I, L.L.C.  
K. HOVNIANIAN AT CHESTERFIELD, L.L.C.  
K. HOVNIANIAN AT CHESTERFIELD II, L.L.C.  
K. HOVNIANIAN AT CLIFTON II, L.L.C.  
K. HOVNIANIAN AT CLIFTON, L.L.C.  
K. HOVNIANIAN AT CRANBURY, L.L.C.  
K. HOVNIANIAN AT CURRIES WOODS, L.L.C.  
K. HOVNIANIAN AT DENVILLE, L.L.C.  
K. HOVNIANIAN AT DEPTFORD TOWNSHIP, L.L.C.  
K. HOVNIANIAN AT DOVER, L.L.C.  
K. HOVNIANIAN AT EDGEWATER II, L.L.C.  
K. HOVNIANIAN AT EDGEWATER, L.L.C.  
K. HOVNIANIAN AT EGG HARBOR TOWNSHIP, L.L.C.  
K. HOVNIANIAN AT EGG HARBOR TOWNSHIP II, L.L.C.  
K. HOVNIANIAN AT ELK TOWNSHIP, L.L.C.  
K. HOVNIANIAN AT FIFTH AVENUE, L.L.C.  
K. HOVNIANIAN AT FLORENCE I, L.L.C.  
K. HOVNIANIAN AT FLORENCE II, L.L.C.

[SIGNATURE PAGE 12 OF 39 TO THE THIRD LIEN IP SECURITY AGREEMENT]

K. HOVNANIAN AT FOREST MEADOWS, L.L.C.  
K. HOVNANIAN AT FRANKLIN, L.L.C.  
K. HOVNANIAN AT FREEHOLD TOWNSHIP, L.L.C.  
K. HOVNANIAN AT GALLOWAY, L.L.C.  
K. HOVNANIAN AT GREAT NOTCH, L.L.C.  
K. HOVNANIAN AT GUTTENBERG, L.L.C.  
K. HOVNANIAN AT HACKETTSTOWN II, L.L.C.  
K. HOVNANIAN AT HAMBURG CONTRACTORS, L.L.C.  
K. HOVNANIAN AT HAMBURG, L.L.C.  
K. HOVNANIAN AT HAWTHORNE, L.L.C.  
K. HOVNANIAN AT HAZLET, L.L.C.  
K. HOVNANIAN AT HILLTOP, L.L.C.  
K. HOVNANIAN AT JACKSON I, L.L.C.  
K. HOVNANIAN AT JACKSON, L.L.C.  
K. HOVNANIAN AT JERSEY CITY IV, L.L.C.  
K. HOVNANIAN AT JERSEY CITY V URBAN RENEWAL  
COMPANY, L.L.C.  
K. HOVNANIAN AT KEYPORT, L.L.C.  
K. HOVNANIAN AT LAFAYETTE ESTATES, L.L.C.  
K. HOVNANIAN AT LAWRENCE V, L.L.C.  
K. HOVNANIAN AT LINWOOD, L.L.C.  
K. HOVNANIAN AT LITTLE EGG HARBOR TOWNSHIP II,  
L.L.C.  
K. HOVNANIAN AT LITTLE EGG HARBOR CONTRACTORS,  
L.L.C.  
K. HOVNANIAN AT LITTLE EGG HARBOR, L.L.C.  
K. HOVNANIAN AT LITTLE EGG HARBOR III, L.L.C.  
K. HOVNANIAN AT LONG BRANCH I, L.L.C.  
K. HOVNANIAN AT MANALAPAN III, L.L.C.  
K. HOVNANIAN AT MANSFIELD I, L.L.C.  
K. HOVNANIAN AT MANSFIELD II, L.L.C.  
K. HOVNANIAN AT MANSFIELD III, L.L.C.  
K. HOVNANIAN AT MAPLE AVENUE, L.L.C.  
K. HOVNANIAN AT MARLBORO TOWNSHIP IX, L.L.C.  
K. HOVNANIAN AT MARLBORO TOWNSHIP V, L.L.C.  
K. HOVNANIAN AT MARLBORO TOWNSHIP VIII, L.L.C.

[SIGNATURE PAGE 13 OF 39 TO THE THIRD LIEN IP SECURITY AGREEMENT]

K. HOVNIANIAN AT MARLBORO VI, L.L.C.  
K. HOVNIANIAN AT MARLBORO VII, L.L.C.  
K. HOVNIANIAN AT MENDHAM TOWNSHIP, L.L.C.  
K. HOVNIANIAN AT MIDDLE TOWNSHIP, L.L.C.  
K. HOVNIANIAN AT MIDDLE TOWNSHIP II, L.L.C.  
K. HOVNIANIAN AT MIDDLETOWN II, L.L.C.  
K. HOVNIANIAN AT MIDDLETOWN, L.L.C.  
K. HOVNIANIAN AT MILLVILLE I, L.L.C.  
K. HOVNIANIAN AT MILLVILLE II, L.L.C.  
K. HOVNIANIAN AT MILLVILLE III, L.L.C.  
K. HOVNIANIAN AT MONROE III, L.L.C.  
K. HOVNIANIAN AT MONROE IV, L.L.C.  
K. HOVNIANIAN AT MONROE NJ, L.L.C.  
K. HOVNIANIAN AT MONTVALE, L.L.C.  
K. HOVNIANIAN AT MT. OLIVE TOWNSHIP, L.L.C.  
K. HOVNIANIAN AT NEW BRUNSWICK URBAN RENEWAL,  
L.L.C.  
K. HOVNIANIAN AT NORTH BERGEN, L.L.C.  
K. HOVNIANIAN AT NORTH BRUNSWICK VI, L.L.C.  
K. HOVNIANIAN AT NORTH CALDWELL II, L.L.C.  
K. HOVNIANIAN AT NORTH CALDWELL III, L.L.C.  
K. HOVNIANIAN AT NORTH CALDWELL, L.L.C.  
K. HOVNIANIAN AT NORTH HALEDON, L.L.C.  
K. HOVNIANIAN AT NORTH WILDWOOD, L.L.C.  
K. HOVNIANIAN AT NORTHFIELD, L.L.C.  
K. HOVNIANIAN AT OCEANPORT, L.L.C.  
K. HOVNIANIAN AT OLD BRIDGE, L.L.C.  
K. HOVNIANIAN AT PARAMUS, L.L.C.  
K. HOVNIANIAN AT PARSIPPANY-TROY HILLS, L.L.C.  
K. HOVNIANIAN AT PEAPACK-GLADSTONE, L.L.C.  
K. HOVNIANIAN AT PITTSBORO, L.L.C.  
K. HOVNIANIAN AT PORT IMPERIAL URBAN RENEWAL IV,  
L.L.C.  
K. HOVNIANIAN AT PORT IMPERIAL URBAN RENEWAL V,  
L.L.C.

[SIGNATURE PAGE 14 OF 39 TO THE THIRD LIEN IP SECURITY AGREEMENT]

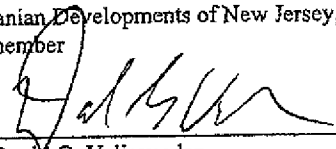
K. HOVNIANIAN AT PORT IMPERIAL URBAN RENEWAL VI,  
L.L.C.  
K. HOVNIANIAN AT PORT IMPERIAL URBAN RENEWAL VII,  
L.L.C.  
K. HOVNIANIAN AT PORT IMPERIAL URBAN RENEWAL VIII,  
L.L.C.  
K. HOVNIANIAN AT PRINCETON LANDING, L.L.C.  
K. HOVNIANIAN AT PRINCETON NJ, L.L.C.  
K. HOVNIANIAN AT RANDOLPH I, L.L.C.  
K. HOVNIANIAN AT READINGTON II, L.L.C.  
K. HOVNIANIAN AT RED BANK, L.L.C.  
K. HOVNIANIAN AT RIDGEMONT, L.L.C.  
K. HOVNIANIAN AT SAYREVILLE, L.L.C.  
K. HOVNIANIAN AT SCOTCH PLAINS, L.L.C.  
K. HOVNIANIAN AT SMITHVILLE III, L.L.C.  
K. HOVNIANIAN AT SOMERS POINT, L.L.C.  
K. HOVNIANIAN AT SOUTH BRUNSWICK, L.L.C.  
K. HOVNIANIAN AT SPARTA, L.L.C.  
K. HOVNIANIAN AT SPRINGCO, L.L.C.  
K. HOVNIANIAN AT TEANECK, L.L.C.  
K. HOVNIANIAN AT THE MONARCH, L.L.C.  
K. HOVNIANIAN AT TRENTON, L.L.C.  
K. HOVNIANIAN AT UNION TOWNSHIP II, L.L.C.  
K. HOVNIANIAN AT UPPER FREEHOLD TOWNSHIP II, L.L.C.  
K. HOVNIANIAN AT UPPER FREEHOLD TOWNSHIP III, L.L.C.  
K. HOVNIANIAN AT VERONA URBAN RENEWAL, L.L.C.  
K. HOVNIANIAN AT VENELAND, L.L.C.  
K. HOVNIANIAN AT WANAQUE, L.L.C.  
K. HOVNIANIAN AT WARREN TOWNSHIP, L.L.C.  
K. HOVNIANIAN AT WASHINGTON, L.L.C.  
K. HOVNIANIAN AT WAYNE IX, L.L.C.  
K. HOVNIANIAN AT WAYNE VIII, L.L.C.  
K. HOVNIANIAN AT WEST MILFORD, L.L.C.  
K. HOVNIANIAN AT WEST WINDSOR, L.L.C.

[SIGNATURE PAGE 15 OF 39 TO THE THIRD LIEN IP SECURITY AGREEMENT]

K. HOVNANIAN AT WILDWOOD BAYSIDE, L.L.C.  
K. HOVNANIAN AT WOODHILL ESTATES, L.L.C.  
K. HOVNANIAN AT WOOLWICH I, L.L.C.  
K. HOVNANIAN CENTRAL ACQUISITIONS, L.L.C.  
K. HOVNANIAN CHESTERFIELD INVESTMENT, L.L.C.  
K. HOVNANIAN CLASSICS, L.L.C.  
K. HOVNANIAN CLASSICS CIP, L.L.C.  
K. HOVNANIAN HOMES - DFW, L.L.C.  
K. HOVNANIAN HOMES OF HOUSTON, L.L.C.  
K. HOVNANIAN OF HOUSTON II, L.L.C.  
K. HOVNANIAN NORTH CENTRAL ACQUISITIONS, L.L.C.  
K. HOVNANIAN NORTH JERSEY ACQUISITIONS, L.L.C.  
K. HOVNANIAN NORTHEAST SERVICES, L.L.C.  
K. HOVNANIAN SHORE ACQUISITIONS, L.L.C.  
K. HOVNANIAN SOUTHERN NEW JERSEY, L.L.C.  
K. HOVNANIAN SOUTH JERSEY ACQUISITIONS, L.L.C.  
K. HOVNANIAN T&C INVESTMENT, L.L.C.  
K. HOVNANIAN VENTURE I, L.L.C.  
K. HOVNANIAN'S PRIVATE HOME PORTFOLIO, L.L.C.  
TERRAPIN REALTY, L.L.C.  
KHIP, L.L.C.

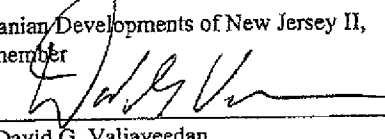
By: K. Hovnanian Holdings NJ, L.L.C., as the sole member  
of each of the foregoing limited liability companies.

By: K. Hovnanian Developments of New Jersey,  
Inc., as member

By:   
David G. Valiaveedan  
Vice-President - Finance

AND

By: K. Hovnanian Developments of New Jersey II,  
Inc., as member

By:   
David G. Valiaveedan  
Vice-President - Finance

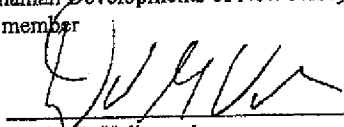
[SIGNATURE PAGE 16 OF 39 TO THE THIRD LIEN IP SECURITY AGREEMENT]

F&W MECHANICAL SERVICES, L.L.C.

By: K. Hovnanian Holdings NJ, L.L.C., as the managing member of the foregoing limited liability company.

By: K. Hovnanian Developments of New Jersey, Inc., as member

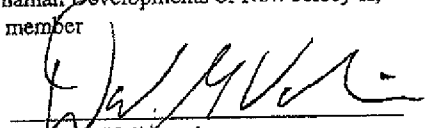
By:

  
\_\_\_\_\_  
David G. Vallaveedan  
Vice-President - Finance

AND

By: K. Hovnanian Developments of New Jersey II, Inc., as member

By:

  
\_\_\_\_\_  
David G. Vallaveedan  
Vice-President - Finance

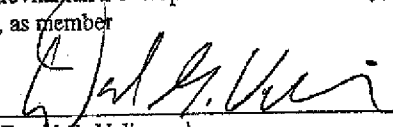


[SIGNATURE PAGE 17 OF 39 TO THE THIRD LIEN IP SECURITY AGREEMENT]

K. HOVNANIAN AT HUDSON POINTE, L.L.C.

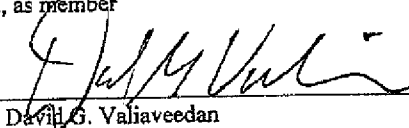
By: K. Hovnanian Holdings NJ, L.L.C., its sole member

By: K. Hovnanian Developments of New Jersey,  
Inc., as member

By:   
David G. Valiaveedan  
Vice-President - Finance

AND

By: K. Hovnanian Developments of New Jersey II,  
Inc., as member

By:   
David G. Valiaveedan  
Vice-President - Finance

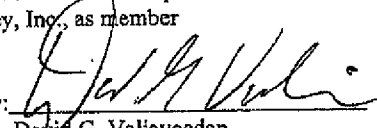
[SIGNATURE PAGE 18 OF 39 TO THE THIRD LIEN IP SECURITY AGREEMENT]

PARK TITLE COMPANY, L.L.C.

By: K. Hovnanian of Houston II, L.L.C., its sole member

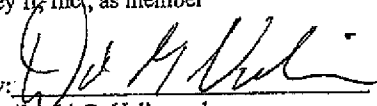
By: K. Hovnanian Holdings NJ, L.L.C., its sole member

By: K. Hovnanian Developments of New Jersey, Inc., as member

By:   
David G. Valiaveedan  
Vice-President - Finance

AND

By: K. Hovnanian Developments of New Jersey II, Inc., as member

By:   
David G. Valiaveedan  
Vice-President - Finance

[SIGNATURE PAGE 19 OF 39 TO THE THIRD LIEN IP SECURITY AGREEMENT]

HOVNIANIAN LAND INVESTMENT GROUP OF CALIFORNIA,  
L.L.C.

K.H. SAN MARCOS CONSERVANCY HOLDINGS, L.L.C.

K. HOVNIANIAN AT 3 CHAPMAN, L.L.C.

K. HOVNIANIAN AT 4S, L.L.C.

K. HOVNIANIAN AT ACQUA VISTA, L.L.C.

K. HOVNIANIAN AT ALISO, L.L.C.

K. HOVNIANIAN AT ARBOR HEIGHTS, L.L.C.

K. HOVNIANIAN AT AVENUE ONE, L.L.C.

K. HOVNIANIAN AT BELLA LAGO, L.L.C.

K. HOVNIANIAN AT BRIDLEWOOD, L.L.C.

K. HOVNIANIAN AT CAPISTRANO, L.L.C.

K. HOVNIANIAN AT CARMEL VILLAGE, L.L.C.

K. HOVNIANIAN AT CIELO, L.L.C.

K. HOVNIANIAN AT COASTLINE, L.L.C.

K. HOVNIANIAN AT CORTEZ HILL, L.L.C.

K. HOVNIANIAN AT EASTLAKE, L.L.C.

K. HOVNIANIAN AT ENCINITAS RANCH, L.L.C.

K. HOVNIANIAN AT EVERGREEN, L.L.C.

K. HOVNIANIAN AT GASLAMP SQUARE, L.L.C.

K. HOVNIANIAN AT HIGHWATER, L.L.C.

K. HOVNIANIAN AT LA COSTA, L.L.C.

K. HOVNIANIAN AT LA COSTA GREENS, L.L.C.

K. HOVNIANIAN AT LA HABRA KNOLLS, L.L.C.

K. HOVNIANIAN AT LAKE HILLS, L.L.C.

K. HOVNIANIAN AT LAKE RANCHO VIEJO, L.L.C.

K. HOVNIANIAN AT MATSU, L.L.C.

K. HOVNIANIAN AT MENIFEE, L.L.C.

K. HOVNIANIAN AT MOCKINGBIRD CANYON, L.L.C.

K. HOVNIANIAN AT MOSAIC, L.L.C.

K. HOVNIANIAN AT OLDE ORCHARD, L.L.C.

K. HOVNIANIAN AT ORANGE HEIGHTS, L.L.C.

K. HOVNIANIAN AT PACIFIC BLUFFS, L.L.C.

K. HOVNIANIAN AT PARK LANE, L.L.C.

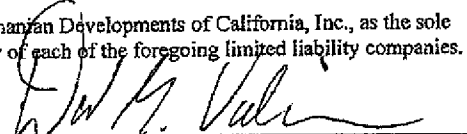
K. HOVNIANIAN AT PIAZZA D'ORO, L.L.C.

[SIGNATURE PAGE 20 OF 39 TO THE THIRD LIEN IP SECURITY AGREEMENT]

K. HOVNANIAN AT PRADO, L.L.C.  
K. HOVNANIAN AT RANCHO SANTA MARGARITA, L.L.C.  
K. HOVNANIAN AT RIVERBEND, L.L.C.  
K. HOVNANIAN AT ROSEMARY LANTANA, L.L.C.  
K. HOVNANIAN AT ROWLAND HEIGHTS, L.L.C.  
K. HOVNANIAN AT SAGE, L.L.C.  
K. HOVNANIAN AT SKYE ISLE, L.L.C.  
K. HOVNANIAN AT SUNSETS, L.L.C.  
K. HOVNANIAN AT THE CROSBY, L.L.C.  
K. HOVNANIAN AT THE GABLES, L.L.C.  
K. HOVNANIAN AT THE PRESERVE, L.L.C.  
K. HOVNANIAN AT THOMPSON RANCH, L.L.C.  
K. HOVNANIAN AT TRAIL RIDGE, L.L.C.  
K. HOVNANIAN AT WINCHESTER, L.L.C.  
K. HOVNANIAN INTERNATIONAL, L.L.C.  
K. HOVNANIAN T&C MANAGEMENT CO., L.L.C.  
K. HOVNANIAN'S FOUR SEASONS AT BAKERSFIELD, L.L.C.  
K. HOVNANIAN'S FOUR SEASONS AT BEAUMONT, L.L.C.  
K. HOVNANIAN'S FOUR SEASONS AT HEMET, L.L.C.  
K. HOVNANIAN'S FOUR SEASONS AT MENIFEE VALLEY,  
L.L.C.  
K. HOVNANIAN'S FOUR SEASONS AT PALM SPRINGS, L.L.C.  
K. HOVNANIAN'S FOUR SEASONS, L.L.C.  
K. HOVNANIAN'S PARKSIDE AT TOWNGATE, L.L.C.  
NATOMAS CENTRAL NEIGHBORHOOD HOUSING, L.L.C.

By: K. Hovnanian Developments of California, Inc., as the sole  
member of each of the foregoing limited liability companies.

By:

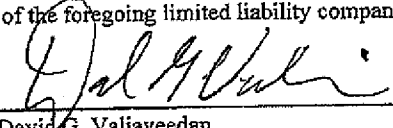
  
\_\_\_\_\_  
David G. Valiaveedan  
Vice-President - Finance

[SIGNATURE PAGE 21 OF 39 TO THE THIRD LIEN IP SECURITY AGREEMENT]

K. HOVNANIAN HOLDINGS NJ, L.L.C.

By: K. Hovnanian Developments of New Jersey, Inc., as  
member of the foregoing limited liability company.

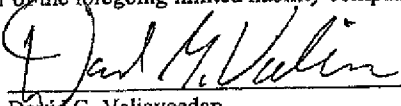
By:

  
\_\_\_\_\_  
David G. Valiaveedan  
Vice-President - Finance

AND

By: K. Hovnanian Developments of New Jersey II, Inc., as  
member of the foregoing limited liability company.

By:

  
\_\_\_\_\_  
David G. Valiaveedan  
Vice-President - Finance

[SIGNATURE PAGE 22 OF 39 TO THE THIRD LIEN IP SECURITY AGREEMENT]

BUILDER SERVICES, PA, L.L.C.  
HOVNANIAN LAND INVESTMENT GROUP OF  
PENNSYLVANIA, L.L.C.  
K. HOVNANIAN AT ALLENBERRY, L.L.C.  
K. HOVNANIAN AT ALLENTOWN, L.L.C.  
K. HOVNANIAN AT BROAD AND WALNUT, L.L.C.  
K. HOVNANIAN AT CAMP HILL, L.L.C.  
K. HOVNANIAN AT EAST BRANDYWINE, L.L.C.  
K. HOVNANIAN AT FORKS TWP. I, L.L.C.  
K. HOVNANIAN AT LOWER MACUNGIE TOWNSHIP I,  
L.L.C.  
K. HOVNANIAN AT LOWER MACUNGIE TOWNSHIP II,  
L.L.C.  
K. HOVNANIAN AT LOWER MAKEFIELD TOWNSHIP I,  
L.L.C.  
K. HOVNANIAN AT LOWER MORELAND I, L.L.C.  
K. HOVNANIAN AT LOWER MORELAND II, L.L.C.  
K. HOVNANIAN AT LOWER MORELAND III, L.L.C.  
K. HOVNANIAN AT MACUNGIE, L.L.C.  
K. HOVNANIAN AT NORTHAMPTON, L.L.C.  
K. HOVNANIAN AT PHILADELPHIA II, L.L.C.  
K. HOVNANIAN AT PHILADELPHIA III, L.L.C.  
K. HOVNANIAN AT PHILADELPHIA IV, L.L.C.  
K. HOVNANIAN AT RAPHO, L.L.C.

By: K. Hovnanian Companies of Pennsylvania, Inc., as the  
sole member of each of the foregoing limited liability  
companies.

By:



David G. Valiaveedan  
Vice-President - Finance

[SIGNATURE PAGE 23 OF 39 TO THE THIRD LIEN IP SECURITY AGREEMENT]

K. HOVNANIAN AT SILVER SPRING, L.L.C.

K. HOVNANIAN AT UPPER UWCHLAN II, L.L.C.

K. HOVNANIAN AT UPPER UWCHLAN, L.L.C.

K. HOVNANIAN AT WEST BRADFORD, L.L.C.

K. HOVNANIAN HOMES OF PENNSYLVANIA, L.L.C.

K. HOVNANIAN PENNSYLVANIA ACQUISITIONS, L.L.C.

K. HOVNANIAN SUMMIT HOMES OF PENNSYLVANIA,  
L.L.C.

MIDWEST BUILDING PRODUCTS & CONTRACTOR  
SERVICES OF PENNSYLVANIA, L.L.C.

RIDGEMORE UTILITY ASSOCIATES OF PENNSYLVANIA,  
L.L.C.

By: K. Hovnanian Companies of Pennsylvania, Inc., as the  
sole member of each of the foregoing limited liability  
companies.

By:



David G. Valiaveedan  
Vice-President - Finance

[SIGNATURE PAGE 24 OF 39 TO THE THIRD LIEN IP SECURITY AGREEMENT]

HOVNANIAN LAND INVESTMENT GROUP OF FLORIDA,  
L.L.C.

K. HOVNANIAN CAMBRIDGE HOMES, L.L.C.

K. HOVNANIAN FIRST HOMES, L.L.C.

K. HOVNANIAN FLORIDA REALTY, L.L.C.

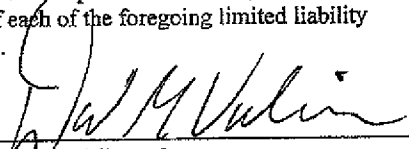
K. HOVNANIAN STANDING ENTITY, L.L.C.

K. HOVNANIAN T&C HOMES AT FLORIDA, L.L.C.

K. HOVNANIAN WINDWARD HOMES, L.L.C.

By: Hovnanian Developments of Florida, Inc., as the sole  
member of each of the foregoing limited liability  
companies.

By:

  
\_\_\_\_\_  
David G. Valiaveedan  
Vice-President - Finance

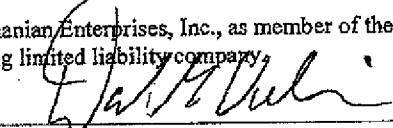


[SIGNATURE PAGE 25 OF 39 TO THE THIRD LIEN IP SECURITY AGREEMENT]

K. HOVNANIAN COMPANIES, LLC

By: K. Hovnanian Enterprises, Inc., as member of the  
foregoing limited liability company.

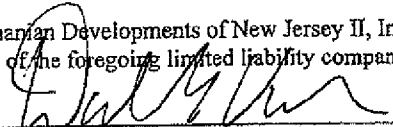
By:

  
\_\_\_\_\_  
David G. Valiaveedan  
Vice-President - Finance

AND

By: K. Hovnanian Developments of New Jersey II, Inc., as  
member of the foregoing limited liability company.

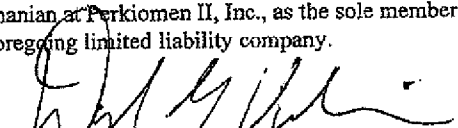
By:

  
\_\_\_\_\_  
David G. Valiaveedan  
Vice-President - Finance

K. HOVNANIAN EASTERN PENNSYLVANIA, L.L.C.

By: K. Hovnanian at Perkiomen II, Inc., as the sole member  
of the foregoing limited liability company.

By:

  
\_\_\_\_\_  
David G. Valiaveedan  
Vice-President - Finance

[SIGNATURE PAGE 26 OF 39 TO THE THIRD LIEN IP SECURITY AGREEMENT]

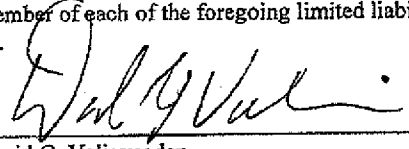
K. HOVNANIAN CRAFTBUILT HOMES OF SOUTH  
CAROLINA, L.L.C.

K. HOVNANIAN FOUR SEASONS AT GOLD HILL, L.L.C.

K. HOVNANIAN HOMES OF SOUTH CAROLINA, L.L.C.

By: K. Hovnanian Developments of South Carolina, Inc., as  
the sole member of each of the foregoing limited liability  
companies.

By:

  
\_\_\_\_\_  
David G. Valiaveedan  
Vice-President - Finance

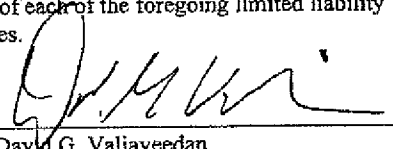
K. HOVNANIAN GREAT WESTERN BUILDING  
COMPANY, L.L.C.

K. HOVNANIAN GREAT WESTERN HOMES, L.L.C.

NEW LAND TITLE AGENCY, L.L.C.

By: K. Hovnanian Developments of Arizona, Inc., as the sole  
member of each of the foregoing limited liability  
companies.

By:

  
\_\_\_\_\_  
David G. Valiaveedan  
Vice-President - Finance

[SIGNATURE PAGE 27 OF 39 TO THE THIRD LIEN IP SECURITY AGREEMENT]

K. HOVNANIAN AT HIGHLAND SHORES, L.L.C.

K. HOVNANIAN AT RIDGESTONE, L.L.C.

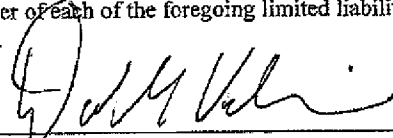
K. HOVNANIAN HOMES OF MINNESOTA, L.L.C.

K. HOVNANIAN'S FOUR SEASONS AT RUSH CREEK,  
L.L.C.

K. HOVNANIAN T&C HOMES AT MINNESOTA, L.L.C.

By: K. Hovnanian Developments of Minnesota, Inc., as the  
sole member of each of the foregoing limited liability  
companies.

By:

  
\_\_\_\_\_  
David G. Valiaveedan  
Vice-President - Finance

[SIGNATURE PAGE 28 OF 39 TO THE THIRD LIEN IP SECURITY AGREEMENT]

K. HOVNANIAN OHIO REALTY, L.L.C.

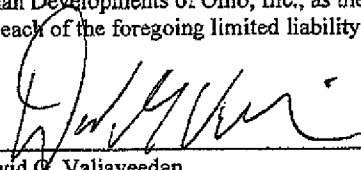
K. HOVNANIAN OSTER HOMES, L.L.C.

K. HOVNANIAN SUMMIT HOMES, L.L.C.

MIDWEST BUILDING PRODUCTS & CONTRACTOR  
SERVICES, L.L.C.

By: K. Hovnanian Developments of Ohio, Inc., as the sole  
member of each of the foregoing limited liability  
companies.

By:

  
\_\_\_\_\_  
David G. Valiaveedan  
Vice-President - Finance

[SIGNATURE PAGE 29 OF 39 TO THE THIRD LIEN IP SECURITY AGREEMENT]

K. HOVNANIAN HOMES OF WEST VIRGINIA, L.L.C.

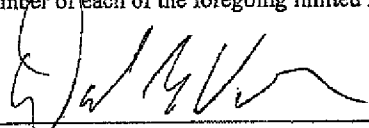
K. HOVNANIAN'S FOUR SEASONS AT HUNTFIELD,  
L.L.C.

K. HOVNANIAN SUMMIT HOMES OF WEST VIRGINIA,  
L.L.C.

MIDWEST BUILDING PRODUCTS & CONTRACTOR  
SERVICES OF WEST VIRGINIA, L.L.C.

By: K. Hovnanian Developments of West Virginia, Inc., as  
the sole member of each of the foregoing limited liability  
companies.

By:

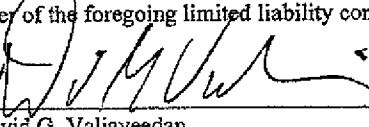
  
\_\_\_\_\_  
David G. Valiaveedan  
Vice-President - Finance

K. HOVNANIAN SUMMIT HOMES OF MICHIGAN, L.L.C.

MIDWEST BUILDING PRODUCTS & CONTRACTOR  
SERVICES OF MICHIGAN, L.L.C.

By: K. Hovnanian Developments of Michigan, Inc., as the  
sole member of the foregoing limited liability company.

By:

  
\_\_\_\_\_  
David G. Valiaveedan  
Vice-President - Finance

[SIGNATURE PAGE 30 OF 39 TO THE THIRD LIEN IP SECURITY AGREEMENT]

M&M AT CHESTERFIELD, L.L.C.

M&M AT APPLE RIDGE, L.L.C.

M&M AT EAST MILL, L.L.C.

M&M AT MORRISTOWN, L.L.C.

M&M AT SHERIDAN, L.L.C.

M&M AT SPINNAKER POINTE, L.L.C.

M&M AT SPRUCE HOLLOW, L.L.C.

M&M AT SPRUCE RUN, L.L.C.

M&M AT THE HIGHLANDS, L.L.C.

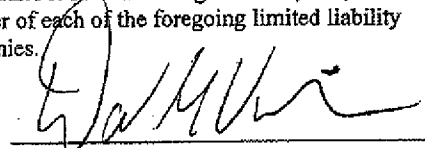
MATZEL & MUMFORD AT EGG HARBOR, L.L.C.

MATZEL & MUMFORD AT MONTGOMERY, L.L.C.

THE LANDINGS AT SPINNAKER POINTE, L.L.C.

By: The Matzel & Mumford Organization, Inc., as the sole member of each of the foregoing limited liability companies.

By:

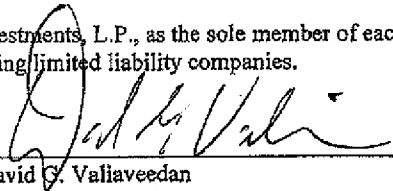
  
\_\_\_\_\_  
David G. Valiavcedan  
Vice-President - Finance

[SIGNATURE PAGE 31 OF 39 TO THE THIRD LIEN IP SECURITY AGREEMENT]

M & M AT COPPER BEECH, L.L.C.  
M & M AT CRESCENT COURT, L.L.C.  
M&M AT EAST RUTHERFORD, L.L.C.  
M&M AT KENSINGTON WOODS, L.L.C.  
M & M AT STATION SQUARE, L.L.C.  
M & M AT UNION, L.L.C.  
M&M AT TAMARACK HOLLOW, L.L.C.  
M&M AT THE CHATEAU, L.L.C.  
M&M AT WEST ORANGE, L.L.C.  
M&M AT WESTPORT, L.L.C.  
M&M AT WHEATENA URBAN RENEWAL, L.L.C.  
MATZEL & MUMFORD AT SOUTH BOUND BROOK  
URBAN RENEWAL, L.L.C.  
MMIP, L.L.C.

By: M&M Investments, L.P., as the sole member of each of  
the foregoing limited liability companies.

By:

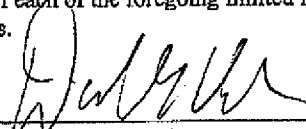
  
\_\_\_\_\_  
David G. Vallaveedan  
Vice-President - Finance

[SIGNATURE PAGE 32 OF 39 TO THE THIRD LIEN IP SECURITY AGREEMENT]

K. HOVNIANIAN HOMES AT FAIRWOOD, L.L.C.  
K. HOVNIANIAN HOMES AT JONES STATION 1, L.L.C.  
K. HOVNIANIAN HOMES AT JONES STATION 2, L.L.C.  
K. HOVNIANIAN HOMES AT MAXWELL PLACE, L.L.C.  
K. HOVNIANIAN HOMES AT PRIMERA, L.L.C.  
PADDOCKS, L.L.C.  
PINE AYR, L.L.C.

By: K. Hovnianian Homes of Maryland, L.L.C., as the sole member of each of the foregoing limited liability companies.

By:

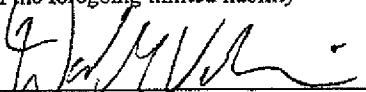
  
\_\_\_\_\_  
David G. Valiaveedan  
Vice-President - Finance

HOVNIANIAN LAND INVESTMENT GROUP OF TEXAS,  
L.L.C.

By: K. Hovnianian Homes - DFW, L.L.C., as the sole member of the foregoing limited liability company.

By: K. Hovnianian Holdings NJ, L.L.C., as the sole member of the foregoing limited liability company.

By:

  
\_\_\_\_\_  
David G. Valiaveedan  
Vice-President - Finance

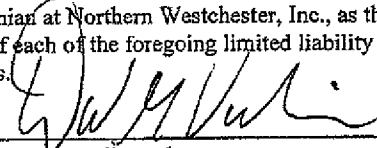


[SIGNATURE PAGE 33 OF 39 TO THE THIRD LIEN IP SECURITY AGREEMENT]

K. HOVNANIAN AT NEW WINDSOR, L.L.C.  
BUILDER SERVICES NY, L.L.C.

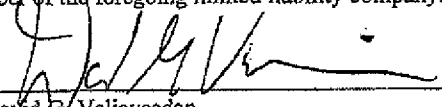
K. HOVNANIAN'S FOUR SEASONS AT  
HAMPTONBURGH, L.L.C.

By: K. Hovnanian at Northern Westchester, Inc., as the sole  
member of each of the foregoing limited liability  
companies.

By:   
\_\_\_\_\_  
David G. Valiaveedan  
Vice-President - Finance

K. HOVNANIAN DELAWARE ACQUISITIONS, L.L.C.  
K. HOVNANIAN HOMES OF DELAWARE, L.L.C.  
K. HOVNANIAN HOMES AT NASSAU GROVE, L.L.C.

By: K. Hovnanian Developments of Delaware, Inc., as the  
sole member of the foregoing limited liability company.

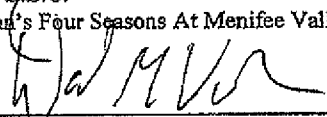
By:   
\_\_\_\_\_  
David G. Valiaveedan  
Vice-President - Finance

[SIGNATURE PAGE 34 OF 39 TO THE THIRD LIEN IP SECURITY AGREEMENT]

K. HOVNANIAN AT MENIFEE VALLEY  
CONDOMINIUMS, L.L.C.

By: K. Hovnanian's Four Seasons At Meniffee Valley, L.L.C.

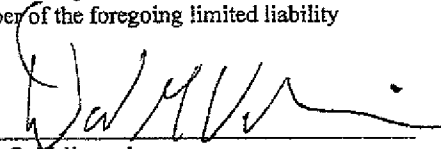
By:

  
\_\_\_\_\_  
David G. Valiaveedan  
Vice-President - Finance

HOVNANIAN LAND INVESTMENT GROUP OF NORTH  
CAROLINA, L.L.C.

By: K. Hovnanian Developments of North Carolina, Inc., as  
the sole member of the foregoing limited liability  
company.

By:

  
\_\_\_\_\_  
David G. Valiaveedan  
Vice-President - Finance

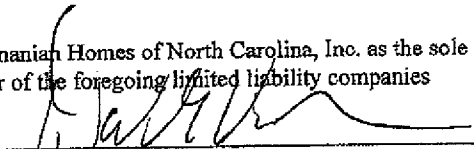
[SIGNATURE PAGE 35 OF 39 TO THE THIRD LIEN IP SECURITY AGREEMENT]

K. HOVNANIAN'S FOUR SEASONS AT BAILEY'S GLENN,  
L.L.C.

K. HOVNANIAN'S FOUR SEASONS AT RENAISSANCE,  
L.L.C.

By: K. Hovnanian Homes of North Carolina, Inc. as the sole  
member of the foregoing limited liability companies

By:

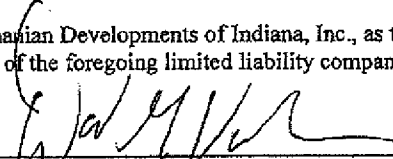
  
\_\_\_\_\_  
David G. Valiaveedan  
Vice-President - Finance

[SIGNATURE PAGE 36 OF 39 TO THE THIRD LIEN IP SECURITY AGREEMENT]

K. HOVNANIAN HOMES OF INDIANA, L.L.C.

By: K. Hovnanian Developments of Indiana, Inc., as the sole member of the foregoing limited liability company.

By:

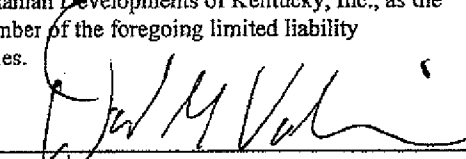
  
\_\_\_\_\_  
David G. Valiaveedan  
Vice-President - Finance

K. HOVNANIAN SUMMIT HOMES OF KENTUCKY, L.L.C.

MIDWEST BUILDING PRODUCTS & CONTRACTOR SERVICES OF KENTUCKY, L.L.C.

By: K. Hovnanian Developments of Kentucky, Inc., as the sole member of the foregoing limited liability companies.

By:

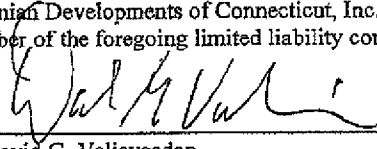
  
\_\_\_\_\_  
David G. Valiaveedan  
Vice-President - Finance

[SIGNATURE PAGE 37 OF 39 TO THE THIRD LIEN IP SECURITY AGREEMENT]

K. HOVNANIAN CONNECTICUT ACQUISITIONS, L.L.C.

By: K. Hovnanian Developments of Connecticut, Inc., as the sole member of the foregoing limited liability company.

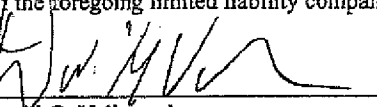
By:

  
\_\_\_\_\_  
David G. Valiaveedan  
Vice-President - Finance

K. HOVNANIAN T&C HOMES AT ILLINOIS, L.L.C.

By: K. Hovnanian Developments of Illinois, Inc., as the sole member of the foregoing limited liability company.

By:

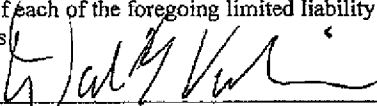
  
\_\_\_\_\_  
David G. Valiaveedan  
Vice-President - Finance

HOVNANIAN LAND INVESTMENT GROUP OF GEORGIA, L.L.C.

K. HOVNANIAN HOMES OF GEORGIA, L.L.C.

By: K. Hovnanian Developments of Georgia, Inc., as the sole member of each of the foregoing limited liability companies.

By:

  
\_\_\_\_\_  
David G. Valiaveedan  
Vice-President - Finance

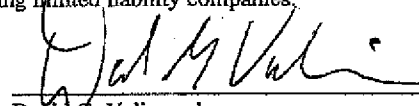
[SIGNATURE PAGE 38 OF 39 TO THE THIRD LIEN IP SECURITY AGREEMENT]

WESTMINSTER HOMES OF ALABAMA, L.L.C.

WESTMINSTER HOMES OF MISSISSIPPI, L.L.C.

By: Washington Homes, Inc., as sole member of each of the foregoing limited liability companies.

By:

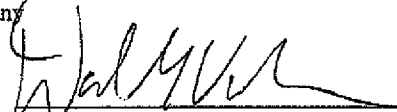


David G. Valiaveedan  
Vice-President - Finance

K. HOVNANIAN AT EWING, L.L.C.

By: K. Hovnanian at Lakewood, Inc., as sole member of the foregoing limited liability company

By:



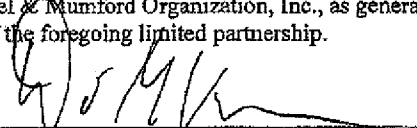
David G. Valiaveedan  
Vice-President - Finance

[SIGNATURE PAGE 39 OF 39 TO THE THIRD LIEN IP SECURITY AGREEMENT]

M&M INVESTMENTS, L.P.

By: The Matzel & Mumford Organization, Inc., as general partner of the foregoing limited partnership.

By:

  
\_\_\_\_\_  
David G. Valiaveedan  
Vice-President - Finance

Address for Notices for each of the foregoing Pledgors:

c/o K. Hovnanian Enterprises, Inc.  
110 West Front St., P.O. Box 500  
Red Bank, NJ 07701  
Attention: David G. Valiaveedan  
Telephone: (732) 747-7800  
Telecopy: (732) 747-6835

**SCHEDULE A  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**LIST OF REGISTERED PATENTS, TRADEMARKS AND COPYRIGHTS**

1. Registered Patents: None.
2. Trademarks: [see attached]
3. Copyrights: None.



ACTIVE TRADEMARK TRACKING SHEET

Mark	Owner	Application #	Registration #	Status	Date of Registration or Application
55 Never Looked So Good	K. Hov IP, II, Inc.	77/518,818	2,799,359	Pending	7/10/2008
Benelux: Hovnanian	K. Hov IP, II, Inc.	78/156,413	781299	Registered	12/23/2003
Benelux: KHOV	K. Hov IP, II, Inc.	1091955	781295	Registered	12/22/2005
Benelux: KHovnanianHomes	K. Hov IP, II, Inc.	1091946	781296	Registered	12/22/2005
Brighton	K. Hov IP, Inc.	1091954	781296	Registered	12/22/2005
Brighton Homes	K. Hov IP, Inc.	78/108371	2,846,436	Registered	5/25/2004
Brighton Homes & Design	K. Hov IP, Inc.	75/733219	2,395,356	Registered	10/17/2000
First Home & Design (Logo)	K. Hovnanian First Homes, L.L.C.	75/732752	2,412,033	Registered	12/12/2000
First Home Builders	K. Hovnanian First Homes, L.L.C.	78/416,622	3,248,918	Registered	6/5/2007
First Home Builders of Florida	K. Hovnanian First Homes, L.L.C.	78/416,128	3,248,917	Registered	6/5/2007
Forecast	K. Hovnanian Enterprises, L.L.C.	78/416,110	3,048,893	Registered	1/24/2006
Forecast Homes	Hovnanian Enterprises, Inc.	74/444,392	1,882,505	Registered	3/7/1995
Forecast Homes	Hovnanian Enterprises, Inc.	78/154,936	3,058,115	Registered	2/7/2006
Home Design Gallery	K. Hov IP, II, Inc.	78/402,978	3,017,498	Registered	11/22/2005
Homes Filled with Wonder	K. Hov IP, II, Inc.	76/377,240	2,671,911	Registered	1/7/2003
Homes for a New Generation	K. Hovnanian Forecast Homes, Inc.	74/490,243	1,878,892	Registered	2/14/2005
Hovnanian Enterprises [Canada]	K. Hov IP, II, Inc.	1,313,688		Pending	8/21/2006
Hovnanian Enterprises [Community Trademark -EU]	K. Hov IP, II, Inc.	70032567	527,4766	Registered	7/18/2007
Hovnanian Enterprises [Mexico]	K. Hov IP, II, Inc.	809997	963711	Registered	11/27/2006
Hovnanian Enterprises [Mexico]	K. Hov IP, II, Inc.	809996	962755	Registered	11/22/2006
Hovnanian Enterprises [Mexico]	K. Hov IP, II, Inc.	809995	982754	Registered	11/22/2006
Hovnanian Enterprises [Mexico]	K. Hov IP, II, Inc.	809994	982557	Registered	4/26/2007
Hovnanian Enterprises [US]	K. Hov IP, II, Inc.	78/849,090		Pending	3/29/2006
Hovnanian Enterprises [Canada]	K. Hov IP, II, Inc.	1313687		Pending	8/21/2006
Hovnanian Enterprises, Inc & Design [Community Trademark -EU]	K. Hov IP, II, Inc.	70032566	527,4543	Registered	8/20/2007
Hovnanian Enterprises, Inc & Design [Mexico]	K. Hov IP, II, Inc.	810002	962001	Registered	11/17/2006
Hovnanian Enterprises, Inc & Design [Mexico]	K. Hov IP, II, Inc.	810001	1009775	Registered	10/31/2007
Hovnanian Enterprises, Inc & Design [Mexico]	K. Hov IP, II, Inc.	810000	963089	Registered	11/23/2006
Hovnanian Enterprises, Inc & Design [Mexico]	K. Hov IP, II, Inc.	809998	963712	Registered	11/27/2006
Hovnanian Enterprises, Inc & Design [US]	K. Hov IP, II, Inc.	78/849,105		Pending	3/29/2006

Mark	Owner	Application #	Registration #	Status	Date of Registration or Application
If You're Not 55, You'll Wish You Were!		77/518,838	2,207,300	Pending	7/10/2005
		75/418,442		Registered	12/11/1998
K Hovnanian & Design	K. Hov IP, II, Inc.	77/518,825	1,519,168	Pending	7/10/2008
		73/718,889	3,493,815	Registered	1/31/1989
K Hovnanian Homes & Design [US]	K. Hov IP, II, Inc.	78/386,335		Registered	8/26/2008
		77/496,625		Pending	3/17/2004
K Hovnanian Homes (Logo) [Canada]	K. Hov IP, II, Inc.	1,230,589		Pending	9/16/2004
K Hovnanian Homes (Logo) [Community Trademark - EU]	K. Hov IP, II, Inc.	004032645	004032645	Registered	12/12/2005
		677,655	895601		
K Hovnanian Homes (Logo) [Mexico]	K. Hov IP, II, Inc.	677,658	895602	Registered	8/22/2005
		677,656	892966		
K Hovnanian Homes (Logo) [Mexico]	K. Hov IP, II, Inc.	677,657	893713	Registered	7/28/2005
		77/518,849		Pending	7/10/2008
K. Hovnanian	K. Hov IP, II, Inc.	73/718,030	1,519,167	Registered	1/31/1989
		78/513,892		Lapse	
K. Hovnanian's Concierge Club	K. Hov IP, II, Inc.	78/976,944	3,270,365	Registered	7/24/2007
		77/518,841		Pending	7/10/2008
K. Hovnanian's Distinctive Properties	K. Hov IP, II, Inc.	78/156,418	2,815,805	Registered	2/17/2004
		78/762609			
		78/762645			
K. Hovnanian's Metro Living	K. Hov IP, II, Inc.	76/302,642	2,710,008	Pending	11/29/2005
		78/762663		Registered	4/22/2003
KHOV	K. Hov IP, II, Inc.	76/229,518	2,544,720	Registered	3/5/2002
KHOV.com	The Matzel & Mumford Organization, Inc.	78/331,095	2,965,030	Registered	7/5/2005
Let's Build it Together (M&M)	K. Hov IP, II, Inc.	76/379,071	2,725,754	Registered	6/10/2003
Life Style Choices	K. Hov IP, II, Inc.	78/152,847	3,071,666	Registered	3/21/2006
Matzel & Mumford		77,575,697		Pending	9/22/2008
		77/077,141	3,485,604	Registered	8/12/2008
		77/077,184	3,485,602	Registered	8/12/2008
Matzel & Mumford & Design (logo)	K. Hov IP, II, Inc.	76/245,721	2,722,195	Registered	6/3/2003
More At Home	K. Hov IP, II, Inc.	75/331,680	2,567,675	Registered	5/7/2002
Parkside	K. Hov IP, II, Inc.	77/149,474	3,489,564	Registered	8/19/2008
Primer Hogar [Spanish for First Home]	K. Hovnanian First Homes, L.L.C.	77/518,833		Pending	7/10/2008
		78/502,973	3,110,426	Registered	6/27/2006

Mark	Owner	Application #	Registration #	Status	Date of Registration or Application
The First Name in Lasting Value	K. Hov IP, II, Inc.	73/553,989	1,418,620	Registered	11/25/1986
The Name Behind the American Dream	K. Hov IP, II, Inc.	77/554,910	3,088,834	Pending	8/26/2008
The Name Behind the Dream	K. Hov IP, II, Inc.	78/573,350	3,110,425	Registered	5/2/2006
Town & Country Homes	Pinnacle Corporation	77/518,822	77112 (IL)	Pending	7/10/2008
Town & Country Tree Design	Hovstone Properties Illinois, L.L.C.	78/502,964	2,040,802	Registered	6/27/2006
Westminster Homes	Washabama, L.P.	75/512,688	3,038,601	Registered	2/25/1997
Wonder Homes	K. Hov IP, II, Inc.	76/377,242	2,671,912	Registered	1/10/2006
				Registered	1/7/2003

TRADEMARK

REEL: 003903 FRAME: 0140

RECORDED: 12/06/2008

11/21/2008