

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MHO, LLC		01/15/2009	LIMITED LIABILITY COMPANY: FLORIDA

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	2 Tower Center
Internal Address:	18th Floor
City:	East Brunswick
State/Country:	NEW JERSEY
Postal Code:	08816
Entity Type:	Bank:

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1617063	HALLMARK
Registration Number:	3031031	HORIZON
Registration Number:	2943535	HOME IS A TWO LETTER WORD ... M/I
Registration Number:	1441476	
Registration Number:	2950978	M/I FINANCIAL
Registration Number:	3280602	M/I INSURANCE
Registration Number:	1436709	M/I HOMES
Registration Number:	3191378	M/I TITLE
Registration Number:	1932542	SHOWCASE
Registration Number:	2928645	STEP UP, STEP IN
Registration Number:	2800024	WORRY FREE MORTGAGE PLAN

CORRESPONDENCE DATA

CH \$290.00 1617063

Fax Number: (412)562-1041
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 412-562-1622
Email: vicki.cremonese@bipc.com
Correspondent Name: Duane A. Stewart, III
Address Line 1: 301 Grant Street
Address Line 2: 20th Floor
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	0011046-301704
NAME OF SUBMITTER:	Duane A. Stewart, III
Signature:	/Duane A. Stewart, III/
Date:	01/15/2009

Total Attachments: 7

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SECURITY AGREEMENT (TRADEMARKS)

THIS SECURITY AGREEMENT (TRADEMARKS) (the "Security Agreement") is made and dated this 15th day of January, 2009 by and between MHO, LLC, a Florida limited liability company ("Debtor"), and PNC BANK, NATIONAL ASSOCIATION ("Collateral Agent") as collateral agent for the benefit of (i) JPMorgan Chase Bank, N.A., a national banking association, as Agent (the "Agent") under the Credit Agreement (defined below), (ii) the Lenders (defined below) and (iii) the other Secured Parties (defined below).

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated October 6, 2006, among M/I Homes, Inc. ("Borrower"), Agent, and the lenders from time to time party thereto (the "Lenders") as amended by that certain (i) First Amendment to Second Amended and Restated Credit Agreement dated August 28, 2007, (ii) Second Amendment to Second Amended and Restated Credit Agreement dated March 27, 2008, and (iii) Third Amendment to Second Amended and Restated Credit Agreement dated January 15, 2009 (the "Third Amendment") (as amended and as the same may be further amended, restated, supplemented, renewed, extended or replaced from time to time, collectively, the "Credit Agreement"), the Lenders have agreed to extend credit to the Borrower from time to time in an aggregate amount at any one time outstanding not to exceed the Aggregate Commitment (as defined in the Credit Agreement); capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Credit Agreement;

WHEREAS, Debtor is a Subsidiary or an Affiliate of Borrower and has guaranteed certain of the Obligations of Borrower under the Credit Agreement pursuant to the Guaranty Agreement; and

WHEREAS, Debtor has agreed to deliver this Security Agreement as security for all of its obligations and liabilities which may arise under or in connection with the Guaranty Agreement or any other Loan Document, in each case whether on account of guarantee obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Agent, Collateral Agent or to the Lenders that are required to be paid by Debtor pursuant to the terms of the Guaranty Agreement or any other Loan Document) (the "Guarantor Obligations"); Collateral Agent, Agent, the Lenders and any other party to which any Guarantor Obligations are owed are each referred to herein as a "Secured Party" and collectively as the "Secured Parties".

1. Grant of Security Interest. As collateral security for the Guarantor Obligations, Debtor hereby grants a security interest to Collateral Agent (for the benefit of the Secured Parties) in all of Debtor's right, title and interest in the following (the "Collateral"), whether now owned or hereafter acquired: (a) the trademarks described on Schedule 1 to this Security Agreement and all other trademarks (collectively, the "Trademarks"); (b) all rights to license and to use the Trademarks; (c) all right (but not the obligation) to register with respect to the Trademarks claims under any state, federal or foreign trademark law or regulation; (d) all rights, claims and interests under licensing or other contracts pertaining to the Trademarks; (e) all goodwill and general intangibles associated with the Trademarks; (f) all rights (but not the obligation) to maintain claims for past, present and future infringements of the Trademarks and the right to enforce the same; and (g) all products and proceeds of any of the foregoing.

2. No Present Assignment. Neither this Security Agreement, nor any other document, instrument or agreement creates or is intended to create a present assignment of the

Collateral. Subject to the rights and security interest of Collateral Agent, it is the intention of the parties hereto that Debtor continue to own the Collateral.

3. Representations and Warranties. Debtor hereby represents and warrants to Collateral Agent that Debtor has good and marketable title to the Collateral, and has granted to Collateral Agent a first priority perfected security interest therein.

4. Covenants. Debtor hereby agrees, at no cost or expense to Collateral Agent: (a) to do all acts (other than acts which are required to be done by Collateral Agent) that may be necessary to maintain, preserve and protect the Collateral and the first priority perfected security interest of Collateral Agent therein; (b) not to use or permit any Collateral to be used unlawfully or in violation of any provision of this Security Agreement or any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on Debtor or affecting any of the Collateral or any contractual obligation affecting any of the Collateral; (c) to pay promptly when due all taxes, assessments, charges, encumbrances and liens now or hereafter imposed upon or affecting any Collateral; (d) to appear in and defend any action or proceeding which may affect its title to or Collateral Agent's interest in the Collateral; (e) promptly upon acquisition of rights in federally registered trademarks, to notify Collateral Agent and cause to be executed, delivered and recorded supplements to this Security Agreement, and/or such other documents and agreements as Collateral Agent may reasonably require to establish and to maintain a first priority perfected security interest in the Collateral; (f) unless it shall reasonably and in good faith determine that such Collateral is of negligible economic value, not (i) fail to continue to use any of the trademarks in order to maintain all of the trademarks in full force free from any claim of abandonment for non-use, (ii) fail to maintain as in the past the quality of products and services offered under all of the trademarks, (iii) fail to employ all of the trademarks registered with any federal or state or foreign authority with an appropriate notice of such registration, (iv) adopt or use any other trademark which is confusingly similar or a colorable imitation of any of the trademarks, (v) use any of the trademarks registered with any federal or state or foreign authority except for the uses for which registration or application for registration of the trademarks has been made, or (vi) do or permit any act or knowingly omit to do any act whereby any of the trademarks may lapse or become invalid or unenforceable; (g) notify Collateral Agent immediately if it knows, or has reason to know, that any application or registration relating to any material item of the Collateral may become abandoned or dedicated to the public or placed in the public domain or invalid or unenforceable, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any foreign counterpart thereof or any court) regarding Debtor's ownership of any of the Collateral, its right to register the same or to keep and maintain and enforce the same; and (h) Collateral Agent may file or record this Security Agreement with the United States Patent and Trademark Office and also may file financing statements in all locations deemed appropriate by Collateral Agent from time to time, and in connection with the filing of such financing statements, Debtor acknowledges and agrees that Collateral Agent may utilize a general description of the Collateral.

5. Collection of Collateral Payments. Upon the request of Collateral Agent made at any time after the occurrence of an Event of Default, Debtor will (a) notify and direct any licensee or other party who is obligated to make payments ("Collateral Payment") on the Collateral, to make payment thereof to such accounts as Collateral Agent may direct in writing and/or (b) forthwith upon receipt, transmit and deliver to Collateral Agent, in the form received, all cash, checks, drafts and other instruments for the payment of money (properly endorsed where required so that such items may be collected by Collateral Agent) which may be received by Debtor at any time on account of any Collateral Payment and, until delivered to Collateral Agent,

such items will be held in trust for Collateral Agent and will not be commingled by Debtor with any of its other funds or property. Thereafter, Collateral Agent is hereby authorized and empowered to endorse the name of Debtor on any check, draft or other instrument for the payment of money received by Collateral Agent on account of any Collateral Payment if Collateral Agent believes such endorsement is necessary or desirable for purposes of collection. Debtor will indemnify and save harmless Collateral Agent and all other Secured Parties from and against all reasonable liabilities and expenses on account of any adverse claim asserted against any of them relating to any moneys received by any of them on account of any Collateral Payment and such obligation of Debtor shall continue in effect after and notwithstanding the discharge of the Guarantor Obligations and the release of the security interest granted in this Security Agreement.

6. Remedies.

(a) If an Event of Default shall occur and be continuing, unless Collateral Agent has otherwise agreed, in a signed writing made in accordance with the Credit Agreement, to forbear in the exercise of remedies, Collateral Agent may, without notice to or demand on Debtor and in addition to all rights and remedies available to the Secured Parties with respect to the Guarantor Obligations, at law, in equity or otherwise, do any one or more of the following: (i) foreclose or otherwise enforce Collateral Agent's security interest in any manner permitted by law or provided for in this Security Agreement; (ii) sell, lease, license or otherwise dispose of any Collateral at one or more public or private sales at Collateral Agent's place of business or any other place or places, including, without limitation, any broker's board or securities exchange, whether or not such Collateral is present at the place of sale, for cash or credit or future delivery, on such terms and in such manner as Collateral Agent may determine; (iii) recover from Debtor all costs and expenses, including, without limitation, reasonable attorneys' fees (including the allocated cost of internal counsel), incurred or paid by Collateral Agent or any other Secured Party in exercising any right, power or remedy provided by this Security Agreement; (iv) require Debtor to assemble the Collateral and make it available to Collateral Agent at a place to be designated by Collateral Agent; (v) cause the assignment of record with the United States Patent and Trademark Office (or any other applicable governmental authority) of the Collateral in any Secured Party's name or in the name of any nominee of any Secured Party; and (vi) license the Collateral or any part thereof to any Person. In the event of any sale, assignment, or other disposition of any of the Collateral, (i) the goodwill of the business connected with and symbolized by any Collateral subject to such disposition shall be included, and (ii) Debtor will supply to Collateral Agent or its designee Debtor's (A) know-how and expertise relating to the manufacture and sale of products or the provision of services relating to any Collateral subject to such disposition and (B) customer lists and other records relating to such Collateral and to the distribution of such products and services.

(b) Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Debtor shall be given ten (10) Business Days' prior notice of the time and place of any public sale or of the time after which any private sale or other intended disposition of Collateral is to be made pursuant to this Security Agreement, which notice Debtor hereby agrees shall be deemed reasonable notice thereof.

(c) Upon any sale or other disposition pursuant to this Security Agreement, Collateral Agent shall have the right to deliver, assign and transfer to the purchaser thereof the Collateral or portion thereof so sold or disposed of. Each purchaser at any such sale or other disposition (including Collateral Agent) shall hold the Collateral free from any claim or right of

whatever kind, including any equity or right of redemption of Debtor, and Debtor specifically waives (to the extent permitted by law) all rights of redemption, stay or appraisal which it has or may have under any rule of law or statute now existing or hereafter adopted.

(d) Any deficiency with respect to the Guarantor Obligations exists after the disposition or liquidation of the Collateral shall be a continuing liability of Debtor to Collateral Agent and the Secured Parties and shall be immediately paid by Debtor to Collateral Agent.

(e) If any non-cash proceeds are received in connection with any sale or disposition of any Collateral, Collateral Agent shall not apply such non-cash proceeds to the Guarantor Obligations unless and until such proceeds are converted to cash; provided, however, that if such non-cash proceeds are not expected on the date of receipt thereof to be converted to cash within one year after such date, Collateral Agent shall use commercially reasonable efforts to convert such non-cash proceeds to cash within such one year period.

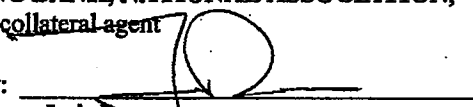
(f) Debtor expressly waives to the extent permitted under applicable law any constitutional or other right to a judicial hearing prior to the time Collateral Agent takes possession or disposes of the Collateral.

(g) Intentionally omitted.

7. Miscellaneous. The rights, powers and remedies of Collateral Agent under this Security Agreement shall be in addition to all rights, powers and remedies given to Collateral Agent by virtue of any statute or rule of law or any other agreement, all of which rights, powers and remedies shall be cumulative and may be exercised successively or concurrently without impairing Collateral Agent's security interest in the Collateral. Any delay or failure by Collateral Agent to exercise any right, power or remedy shall not constitute a waiver thereof by Collateral Agent, and no single or partial exercise by Collateral Agent of any right, power or remedy shall preclude other or further exercise thereof or any exercise of any other rights, powers or remedies. This Security Agreement and the other documents and agreements evidencing the Guarantor Obligations (the "Documents") embody the entire agreement and understanding between the parties hereto and supersede all prior agreements and understandings relating to the subject matter hereof and thereof. All representations, warranties, covenants and agreements contained herein and in the other Documents of Debtor shall survive the termination of this Security Agreement and shall be effective until the Guarantor Obligations are paid and performed in full and none of the Aggregate Commitment remains outstanding or longer as expressly provided herein. This Security Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to its choice of law rules. This Security Agreement may be executed in any number of counterparts, all of which together shall constitute one agreement. The illegality or unenforceability of any provision of this Security Agreement or any instrument or agreement required hereunder or thereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions hereof or thereof.

[signature pages follow]

PNC BANK, NATIONAL ASSOCIATION,
as collateral agent

By: 
Name: Luis Donoso
Title: Vice President

Address:

PNC Real Estate Finance
2 Tower Center, 18th Floor
East Brunswick, NJ 08816
Attention: Luis Donoso, Vice President
Phone: (732) 220-3541
Fax: (732) 220-3744
Email: luis.donoso@pnc.com

ny-848545

TRADEMARK
REEL: 003920 FRAME: 0016

SCHEDULE 1 TO SECURITY AGREEMENT (TRADEMARKS)

Trademark	Status	Application Number	Filing Date	Registration Number	Registration Date	Last renewal	Next Renewal	Class
HALLMARK	Registered	73/802,113	23-May-1989	1,617,063	09-Oct-1990	09-Oct-2000	09-Oct-2010	37
HORIZON	Registered	76/523,758	16-Jun-2003	3,031,031	20-Dec-2005		20-Dec-2015	37
HOME IS A TWO LETTER WORD ... M/I	Registered	76/587,286	19-Apr-2004	2,943,535	26-Apr-2005		25-Apr-2015	37
House Design	Registered	73/615,922	21-Aug-1986	1,441,476	02-Jun-1987	02-Jun-2007	02-Jun-2017	37
M/I FINANCIAL	Registered	76/545,077	15-Sep-2003	2,950,978	17-May-2005		17-May-2015	36
M/I INSURANCE	Registered	78/631,566	17-May-2005	3,280,602	14-Aug-2007		14-Aug-2017	36
M/I HOMES	Registered	73/615,923	21-Aug-1986	1,436,709	14-Apr-1987	14-Apr-2007	14-Apr-2017	37
M/I TITLE	Registered	78/630,312	16-May-2005	3,191,378	02-Jan-2007		02-Jan-2017	36, 42
SHOWCASE	Registered	74/457,653	12-Nov-1993	1,932,542	07-Nov-1995	07-Nov-2005	07-Nov-2015	37
STEP UP, STEP IN	Registered	76/582,923	18-Mar-2004	2,928,645	01-Mar-2005		01-Mar-2015	37
WORRY FREE MORTGAGE PLAN	Registered	76/480,102	02-Jan-2003	2,800,024	30-Dec-2003		30-Dec-2013	36

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