

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WCI Communities, LLC		06/22/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Minto Communities, LLC		
Street Address:	4400 W. Sample Road, Suite 200		
City:	Coconut Creek		
State/Country:	FLORIDA		
Postal Code:	33073		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2666128	SUN CITY CENTER	
Registration Number:	2677212	SUN CITY CENTER	
Registration Number:	2695037	SUNCITYCENTER	
Registration Number:	2666113	SUNCITYCENTER	
CORRESPONDENCE DATA			
Fax Number:	(954)333-4118		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	954-761-2918		
Email:	trademarks@ruden.com		
Correspondent Name:	Deborah Telleran Berkowitz, Esq.		
Address Line 1:	200 E. Broward Boulevard, Suite 1500		
Address Line 4:	Fort Lauderdale, FLORIDA 33301		
ATTORNEY DOCKET NUMBER:	56519-0015		
NAME OF SUBMITTER:	Deborah Telleran Berkowitz		

CH \$115.00 2666128

TRADEMARK

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REEL: 004275 FRAME: 0322

Signature:	/Deborah Tellerman Berkowitz/
Date:	09/09/2010
<p>Total Attachments: 15</p> <p>source=MINTO ASSIGNMENT#page1.tif</p> <p>source=MINTO ASSIGNMENT#page2.tif</p> <p>source=MINTO ASSIGNMENT#page3.tif</p> <p>source=MINTO ASSIGNMENT#page4.tif</p> <p>source=MINTO ASSIGNMENT#page5.tif</p> <p>source=MINTO ASSIGNMENT#page6.tif</p> <p>source=MINTO ASSIGNMENT#page7.tif</p> <p>source=MINTO ASSIGNMENT#page8.tif</p> <p>source=MINTO ASSIGNMENT#page9.tif</p> <p>source=MINTO ASSIGNMENT#page10.tif</p> <p>source=MINTO ASSIGNMENT#page11.tif</p> <p>source=MINTO ASSIGNMENT#page12.tif</p> <p>source=MINTO ASSIGNMENT#page13.tif</p> <p>source=MINTO ASSIGNMENT#page14.tif</p> <p>source=MINTO ASSIGNMENT#page15.tif</p>	

**AGREEMENT TO COOPERATE
(ASSIGNED MARKS)**

THIS AGREEMENT TO COOPERATE (this "Agreement") is made, entered into, and effective as of June 22, 2010 (the "Effective Date"), by and between **WCI COMMUNITIES, LLC.**, a Delaware limited liability company ("Seller") and **MINTO COMMUNITIES, LLC.**, a Florida limited liability company ("Purchaser").

On or of even date herewith Seller and Purchaser have entered into that certain Partial Assignment and Assumption of Stipulation of Judgment ("Assignment") whereby Seller partially assigned to Purchaser the Stipulation of Judgment solely with respect to the Assigned Marks, each as defined in the Assignment. Seller hereby agrees to cooperate with Purchaser at Purchaser's request, expressly excluding the expenditure of money or completion of forms, assignments or registrations, on and after the Effective Date of this Agreement in order to execute any federal assignments or registrations associated with the Assigned Marks as are registered as of the Effective Date of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

DL T May
(Signature)
Donna T. May
(Printed Name)

Nicole Swartz
(Signature)
Nicole Swartz
(Printed Name)

DL T May
(Signature)
Donna T. May
(Printed Name)

Nicole Swartz
(Signature)
Nicole Swartz
(Printed Name)

SELLER:

WCI COMMUNITIES, LLC., a Delaware limited liability company

By: Richard Barber
Richard Barber, Vice President

PURCHASER:

MINTO COMMUNITIES, LLC., a Florida limited liability company

By: Michael J. Belmont
Michael J. Belmont, Executive Vice President

PARTIAL ASSIGNMENT AND ASSUMPTION OF STIPULATION OF JUDGMENT

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF STIPULATION OF JUDGMENT (this "Assignment") is made, entered into, and effective as of June 22, 2010 (the "Effective Date"), by and between WCI COMMUNITIES, LLC, a Delaware limited liability company, as successor in interest to WCI Communities, Inc. and Watermark Communities, Inc. ("Transferor") and MINTO COMMUNITIES, LLC, a Florida limited liability company ("Transferee").

RECITALS

A. Transferor owns the real property located in Hillsborough County, Florida described in Exhibit A, which is attached hereto and incorporated herein by this reference (the "Property");

B. Transferor has conveyed the Property to Transferee simultaneously herewith in accordance with the terms and conditions of that certain Agreement of Sale and Purchase between Transferor and Transferee (the "Agreement");

C. Transferor has agreed to sell, convey, transfer, assign, set over, and deliver to Transferee, all of Transferor's right, title and interest in and to that certain Stipulation of Judgment entered in Case No. 8:00CV473-T-24-MAP in the U.S. District Court for the Middle District of Florida, Tampa Division, in the case styled Del Webb Corporation, as Plaintiff, v. Watermark Communities, Inc.; Florida Design Communities, Inc.; WCI Communities, Inc.; Richard Vandermeer; and Ronald Cress, as Defendants ("Stipulation of Judgment"), solely with respect to the specific "WCI SUN CITY CENTER Marks" (as defined in the Stipulation of Judgment) identified in Exhibit B attached hereto and incorporated herein by this reference ("Assigned Marks"); and

D. Transferee has agreed to assume the duties of Transferor under the Stipulation of Judgment solely with respect to the Assigned Marks arising from and after the Effective Date.

AGREEMENTS

NOW, THEREFORE, in consideration of the recitals, the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transferor and Transferee agree as follows:

Section 1. **Partial Assignment.** As of the Effective Date, Transferor does hereby grant, bargain, convey, transfer, assign, set over, abandon and deliver, unto Transferee, all of Transferor's right, title, and interest in and to the Stipulation of Judgment, solely with respect to the Assigned Marks, but expressly excluding the rights to use or own the Internet domain name www.suncityctr.com, and/or any other domain name that incorporates the "WCI SUN CITY CETNER Marks," in connection with its business activities pursuant to Paragraph 6 of the Stipulation of Judgment (the "Internet Domain Name"). The parties hereby acknowledge and agree that this Assignment provides for only a partial assignment of the Stipulation of Judgment, solely with respect to the Assigned Marks, but expressly excluding the rights to use or own the

Internet Domain Name, and that Transferor expressly reserves all right, title and interest in and to the Stipulation of Judgment with respect to the WCI SUN CITY CENTER Marks, other than the Assigned Marks, and the Internet Domain Name.

Section 2. Partial Assumption of Stipulation of Judgment. Transferee hereby assumes the obligations, liabilities and duties of Transferor under or arising out of the Stipulation of Judgment, solely with respect to the Assigned Marks, but expressly excluding the rights to use or own the Internet Domain Name, and shall faithfully perform and comply with all of the covenants, terms, provisions and agreements contained in or pertaining to the Stipulation of Judgment, solely with respect to the Assigned Marks, but expressly excluding the rights to use or own the Internet Domain Name, to be performed, and complied with, by Transferor thereunder, from and after the Effective Date. The parties hereby acknowledge and agree that this Assignment provides only for a partial assumption of the Stipulation of Judgment, solely with respect to the Assigned Marks, and that Transferor expressly reserves all right, title and interest in and to the Stipulation of Judgment with respect to the WCI SUN CITY CENTER Marks, other than the Assigned Marks, and the Internet Domain Name.

2.1 Transferor hereby agrees to indemnify and hold the Transferee harmless for, from and against any losses, damages, liabilities, actions, proceedings, demands, claims, costs and expenses (including reasonable attorneys' and paralegals' fees) arising out of any failure of Transferor to perform any obligations under or arising out of the Stipulation of Judgment, solely with respect to the Assigned Marks, but expressly excluding the rights to use or own the Internet Domain Name, that were to be performed or became due before the Effective Date. Transferee hereby agrees to indemnify and hold the Transferor harmless for, from and against any losses, damages, liabilities, actions, proceedings, demands, claims, costs and expenses (including reasonable attorneys' and paralegals' fees) arising out of any failure of Transferee to perform any obligations under or arising out of the Stipulation of Judgment, solely with respect to the Assigned Marks, but expressly excluding the rights to use or own the Internet Domain Name, arising from and after the Effective Date.

Section 3. "AS IS" Transfer.

3.1 The Stipulation of Judgment, solely with respect to the Assigned Marks, is being transferred "AS-IS, WHERE-IS" "WITH ALL FAULTS" AS OF THE EFFECTIVE DATE AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED EXCEPT AS TO REPRESENTATIONS AND WARRANTIES OF TRANSFEROR SET FORTH IN THE AGREEMENT, IN THE CONVEYANCE AND TRANSFER DOCUMENTS EXECUTED BY TRANSFEROR AT CLOSING OF THE TRANSACTION CONTEMPLATED IN THE AGREEMENT OR HEREIN. TRANSFEEE HAS, AT ITS SOLE COST AND EXPENSE, CONDUCTED AND IS RELYING EXCLUSIVELY UPON ITS OWN INDEPENDENT INVESTIGATION IN THE EVALUATION OF THE STIPULATION OF JUDGMENT.

3.2 Transferee further acknowledges that Transferee's agent (i) had ample opportunity to and has, in fact, fully reviewed the Stipulation of Judgment, (ii) knows and is satisfied with the Stipulation of Judgment in all respects, (iii) is not relying upon any representations, statements or warranties that have at any time been made by the Transferor or

the Transferor's agents as to the Stipulation of Judgment in any respect, (iv) accepts the Stipulation of Judgment "AS IS" and under their present term and condition, and (v) acknowledges that the consideration given by Transferee takes into account all aspects of the Stipulation of Judgment.

Section 4. Further Assurances. The parties hereby agree, without further consideration, to take any and all further action, including, without limitation, the execution, acknowledgement and delivery of any and all further deeds, assignments, conveyances, assumptions, other assurances, documents and other instruments of transfer or assumption and take such other actions consistent with the foregoing that the other party may reasonably request in order to effect the intent and purposes of this Assignment and the transactions contemplated hereby.

Section 5. Successors and Assigns. This Assignment shall be binding upon: the Transferor and each of its successors and assigns (if any) and the Transferee and each of its successors and assigns (if any). This Assignment shall inure to the benefit of: the Transferor, the Transferee, and the respective assigns and successors (if any) of each of the Transferor and the Transferee.

Section 6. Waiver.

6.1 No failure on the part of any person to exercise any power, right, privilege or remedy under this Assignment, and no delay on the part of any person in exercising any power, right, privilege or remedy under this Assignment, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy.

6.2 No person shall be deemed to have waived any claim arising out of this Assignment, or any power, right, privilege or remedy under the Assignment, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such person; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

Section 7. Construction.

7.1 For purposes of this Assignment, whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include the masculine and feminine genders.

7.2 As used in this Assignment, the words "include" and "including" and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation."

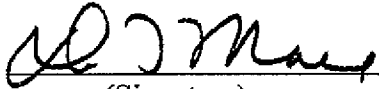
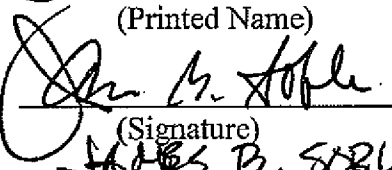
Section 8. **Governing Law; Miscellaneous.**

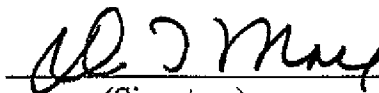
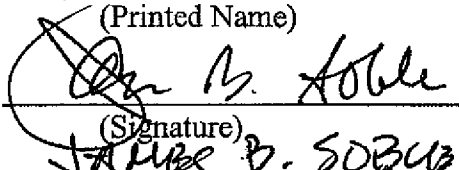
8.1 This Assignment shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflict of law principles.

8.2 In the event legal proceedings are instituted to enforce or interpret this Assignment or any provision hereof, the prevailing party shall be reimbursed all reasonable attorneys' fees and expenses incurred in connection therewith.

8.3 This Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the Effective Date.


(Signature)
Donna T. Mace
(Printed Name)

(Signature)
JAMES B. SOBCZAK
(Printed Name)


(Signature)
Donna T. Mace
(Printed Name)

(Signature)
JAMES B. SOBCZAK
(Printed Name)

TRANSFEROR:

WCI COMMUNITIES, LLC, a Delaware corporation, successor in interest to WCI Communities, Inc. and Watermark Communities, Inc.

By: 
Richard Barber, Vice President

TRANSFeree:

MINTO COMMUNITIES, LLC, a Florida limited liability company

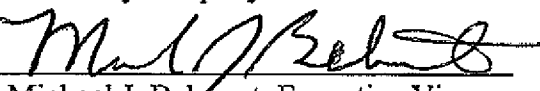
By: 
Michael J. Belmont, Executive Vice President

EXHIBIT A

Property

**LEGAL DESCRIPTION
(Sun City Center-Residential Lands)**

Calabria, Unit 276

Lots 1-11, 13-17, 19-23, SUN CITY CENTER UNIT 276, according to the plat of record, recorded at Plat Book 115, page 266, the Public Records of Hillsborough County, Florida, and

Rimini, Unit 269

Lots 29 and 45 of SUN CITY CENTER UNIT 269, according to the Plat thereof as recorded in Plat Book 105, Page 295, of the Public Records of Hillsborough County, Florida, and

Sienna, Unit 271:

Lots 2, 3, 4, 8, 9, 11, 12, 14, 15, 16, 18, 19, 20, 21, 22, 25, 29, 30, 33, 34, 35, 36, 37, 38, 39, 42, 43, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71 and 72 of SUN CITY CENTER UNIT 271, according to the Plat thereof as recorded in Plat Book 109, Pages 27 to 30, inclusive, of the Public Records of Hillsborough County, Florida, and

Maplewood Condominium:

Condominium Units 29,30, 31, 32, 43, 44, 45, 46, 47, 48, 51, 52, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 85, 86, 87, 88, 93, 94, 95 and 96, MAPLEWOOD CONDOMINIUM, according to the Declaration of Condominium thereof recorded in Official Record Book 15407, page 740, as amended from time to time, of the Public records of Hillsborough County, Florida, and

Oakley Green Condominium:

All of the units in OAKLEY GREEN CONDOMINIUM, a condominium, excepting therefrom Condominium Units 3, 4, 95, 96, 97, 98, 99, 100, 103 and 104, according to the plat thereof recorded in Condominium Plat Book 22, page 127 and being further described in that certain Declaration of Condominium thereof recorded in Official Record Book 17103, page 1239, as amended from time to time, of the Public records of Hillsborough County, Florida, and

Oakley Green Water Management Pond

A parcel of land lying in Sections 23, Township 32 South, Range 19 East, Hillsborough County, Florida, explicitly described as follows:
Commence at the SW corner of the NW 1/4 of said Section 23; thence on the

south boundary and the easterly extension thereof N89°54'38"E, a distance of 2727.54 feet; thence N00°05'22"W, a distance of 285.96 feet to the POINT OF BEGINNING; said point being on the boundary of OAKELY GREEN CONDOMINIUM, as recorded at Condominium Plat Book 25, Page 154, Hillsborough County Public Records, and on a curve concave northeasterly having a radius of 18.00 feet and a central angle of 108°31'24"; thence on the boundary of said OAKELY GREEN and on the arc of said curve a distance of 34.09 feet, said arc subtended by a chord which bears N35°49'57"W a distance of 29.22 feet to the curve's end; thence continue on said boundary N16°16'38"E, a distance of 51.59 feet to the southerly right-of-way line of Vilmont Greens Drive and a point on a curve concave northwesterly having a radius of 1000.00 feet and a central angle of 54°03'11"; thence on said right-of-way line and on the arc of said curve a distance of 943.40 feet, said arc subtended by a chord which bears N75°12'11"E a distance of 908.81 feet; thence S39°49'41"E, a distance of 75.13 feet to the beginning of a curve concave southwesterly having a radius of 18.00 feet and a central angle of 39°44'19"; thence on the arc of said curve a distance of 12.48 feet, said arc subtended by a chord which bears S19°57'31"E a distance of 12.24 feet to the curve's end; thence S00°05'22"E, a distance of 216.59 feet to a point on the boundary of aforesaid OAKELY GREEN CONDOMINIUM and the beginning of a curve concave northwesterly having a radius of 18.00 feet and a central angle of 89°59'43"; thence on the boundary of said OAKELY GREEN CONDOMINIUM and on the arc of said curve a distance of 28.27 feet, said arc subtended by a chord which bears S44°54'30"W a distance of 25.45 feet to the curve's end; thence continue on said boundary S89°54'21"W, a distance of 910.68 feet to the POINT OF BEGINNING.

POD "S" (FA72A)

A parcel of land lying in Sections 13 and 14, Township 32 South, Range 19 East, Hillsborough County, Florida, explicitly described as follows:

Commence at the southwest corner of said Section 13, the same being the southeast corner of said Section 14; thence on the east boundary of said Section 14, N00°33'28"E, a distance of 718.00 feet to the POINT OF BEGINNING, said point being on a curve concave northeasterly having a radius of 749.32 feet and a central angle of 09°10'17"; thence on the arc of said curve a distance of 119.94 feet, said arc subtended by a chord which bears N71°00'45"W a distance of 119.82 feet to a point on the right-of-way line of VISTA GREENS DRIVE, as recorded in Official Records Book 9712, Page 1620 of the Public Records of said Hillsborough County, Florida; thence on said right-of-way N23°34'23"E, a distance of 60.00 feet; to a point on the southerly boundary of VILLEROY CONDOMINIUM, as recorded in Condominium Book 17, Page 45 of the Public Records of said Hillsborough County; thence on said boundary N05°36'48"W, a distance of 69.18 feet; thence S89°27'30"E, a distance of 193.21 feet; thence N85°21'27"E, a distance of 67.00 feet; thence S01°43'51"E, a distance of 129.78 feet to a point on a curve concave northwesterly having a radius of 477.00 feet and a central angle of 22°51'40"; thence on the arc

of said curve a distance of 190.32 feet, said arc subtended by a chord which bears N79°57'37"E a distance of 189.06 feet; thence N06°39'14"E, a distance of 175.38 feet; thence N06°27'31"E, a distance of 557.78 feet; thence N33°48'25"E, a distance of 314.54 feet; thence N11°57'16"W, a distance of 73.62 feet; thence N24°46'57"E, a distance of 98.80 feet; thence N73°16'52"E, a distance of 191.79 feet; thence N47°41'26"E, a distance of 120.74 feet; thence S73°43'32"E, a distance of 66.78 feet; thence S15°05'43"E, a distance of 557.94 feet; thence S10°11'30"E, a distance of 476.65 feet; thence S35°50'58"W, a distance of 303.49 feet; thence S67°16'16"W, a distance of 246.17 feet; thence S85°14'53"W, a distance of 633.52 feet; thence N0108'31"E, a distance of 39.16 feet to a point on a curve concave northeasterly having a radius of 749.32 feet and a central angle of 13°07'07"; thence on the arc of said curve a distance of 171.57 feet, said arc subtended by a chord which bears N82°09'27"W a distance of 171.19 feet to the POINT OF BEGINNING.

And,

POD "T" (FA72B)

A parcel of land lying in Section 13, Township 32 South, Range 19 East, Hillsborough County, Florida, explicitly described as follows:

Commence at the easternmost corner of TREMONT II CONDOMINIUM, as recorded in Condominium Plan Book 18, Page 25 of the Public Records of said Hillsborough County, said point being a point on the right-of-way line of Kings Boulevard; thence on said right-of-way line N04°29'03"E, a distance of 705.24 feet for a POINT OF BEGINNING; thence N85°30'01"W, a distance of 159.79 feet; thence N33°06'36"W, a distance of 300.00 feet; thence N80°58'00"W, a distance of 343.87 feet; thence N22°54'54"W, a distance of 134.98 feet to a point on aforesaid right-of-way line of Kings Boulevard and a point on a curve concave northwesterly having a radius of 1550.00 feet and a central angle of 11°54'56"; thence on said right-of-way line the following five (5) courses: 1) on the arc of said curve a distance of 322.34 feet, said arc subtended by a chord which bears N61°07'28"E a distance of 321.76 feet; 2) N55°09'51"E, a distance of 127.96 feet; 3) S34°50'00"E, a distance of 438.94 feet to a point on a curve concave southwesterly having a radius of 450.00 feet and a central angle of 39°19'03"; 4) on the arc of said curve a distance of 308.80 feet, said arc subtended by a chord which bears S15°10'28"E a distance of 302.78 feet; 5) S04°29'03"W, a distance of 18.16 feet;

And,

AS TO SUN CITY CENTER UNIT 272 (FA92)

A parcel of land lying in Section 19, Township 32 Hillsborough County, Florida, explicitly described as follows:

Commence at the NE corner of Lot 45, SUN CITY CENTER UNIT 269, as recorded in Plat Book 105, Page 295 of the Public Records of said Hillsborough County, the same being the Easternmost corner of said SUN CITY CENTER UNIT 269; thence on the easterly boundary thereof S33°33'08"W, a distance of 5.00 feet for a POINT OF BEGINNING; thence continue on said boundary the following five (5) courses: 1) S33°33'08"W, a distance of 165.00 feet to a point on a curve concave northeasterly having a radius of 470.00 feet and a central angle of 01°46'07"; 2) on the arc of said curve a distance of 14.51 feet, said arc subtended by a chord which bears N55°33'49"W a distance of 14.51 feet; 3) S53°17'25"W, a distance of 119.67 feet to a point on a curve concave northeasterly having a radius of 585.00 feet and a central angle of 17°03'31"; 4) on the arc of said curve a distance of 174.17 feet, said arc subtended by a chord which bears S59°35'24"E a distance of 173.53 feet; 5) S00°52'44"W, a distance of 51.21 feet; thence S89°07'16"E on a easterly extension of the south boundary of aforesaid SUN CITY CENTER UNIT 269, a distance of 1283.57 feet; thence N00°52'44"E, a distance of 55.00 feet to the beginning of a curve concave southeasterly having a radius of 45.00 feet and a central angle of 63°25'50"; thence on the arc of said curve a distance of 49.82 feet, said arc subtended by a chord which bears N32°35'39"E a distance of 47.31 feet to the curve's end and the beginning of a curve concave northwesterly having a radius of 785.00 feet and a central angle of 06°32'12"; thence on the arc of said curve a distance of 89.56 feet, said arc subtended by a chord which bears N61°02'28"E a distance of 89.51 feet to the curve's end; thence N57°46'22"E, a distance of 306.63 feet; thence N32°13'38"W, a distance of 115.00 feet; thence S57°46'22"W, a distance of 2.49 feet; thence N32°13'38"W, a distance of 165.00 feet; thence S57°46'22"W, a distance of 304.14 feet to the beginning of a curve concave northwesterly having a radius of 505.00 feet and a central angle of 33°06'22"; thence on the arc of said curve a distance of 291.79 feet, said arc subtended by a chord which bears S74°19'33"W a distance of 287.75 feet to the curve's end; thence N89°07'16"W, a distance of 147.66 feet to the beginning of a curve concave northeasterly having a radius of 305.00 feet and a central angle of 32°40'24"; thence on the arc of said curve a distance of 173.93 feet, said arc subtended by a chord which bears N72°47'04"W a distance of 171.58 feet to the POINT OF BEGINNING.

And,

As to Nottingham, POD "N" (FA72)

A parcel of land lying in Sections 23, Township 32 South, Range 19 East, Hillsborough County, Florida, explicitly described as follows:

Commence at the SW corner of the NW 1/4 of said Section 23; thence on the west boundary thereof N00°47'34"W, a distance of 881.03 feet; thence N89°12'26"E, a distance of 2640.91 feet for a POINT OF BEGINNING; thence N20°51'03"E, a distance of 425.00 feet to a point on a curve concave southeasterly having a radius of 469.00 feet and a central angle of 16°36'37";

thence on the arc of said curve a distance of 135.96 feet, said arc subtended by a chord which bears N29°09'22"E a distance of 135.49 feet; thence N30°04'08"W, a distance of 141.60 feet to a point on a curve concave southeasterly having a radius of 182.00 feet and a central angle of 177°24'18"; thence on the arc of said curve a distance of 563.53 feet, said arc subtended by a chord which bears N58°38'01"E a distance of 363.91 feet; thence S32°39'49"E, a distance of 152.51 feet; thence N89°47'39"E, a distance of 364.43 feet to a point on a curve concave southwesterly having a radius of 755.00 feet and a central angle of 42°33'45"; thence on the arc of said curve a distance of 560.86 feet, said arc subtended by a chord which bears S68°55'28"E a distance of 548.05 feet to a point on the boundary of PORTSMITH CONDOMINIUM and a point on a curve concave southeasterly having a radius of 1304.00 feet and a central angle of 03°00'25"; thence on the boundary of said PORTSMITH CONDOMINIUM and on the arc of said curve a distance of 68.43 feet, said arc subtended by a chord which bears S51°40'31"W a distance of 68.43 feet; thence continue on the boundary of said PORTSMITH CONDOMINIUM the following five (5) courses (1) S50°10'19"W, a distance of 670.17 feet; (2) thence N39°49'41"W, a distance of 70.64 feet to the beginning of a curve concave southeasterly having a radius of 170.00 feet and a central angle of 162°07'52"; (3) thence on the arc of said curve a distance of 481.05 feet, said arc subtended by a chord which bears S59°06'23"W a distance of 335.87 feet to the curve's end; (4) thence S21°57'33"E, a distance of 96.28 feet to a point on a curve concave northwesterly having a radius of 646.00 feet and a central angle of 42°48'36"; (5) thence on the arc of said curve a distance of 482.67 feet, said arc subtended by a chord which bears S89°26'45"W a distance of 471.53 feet; thence S20°51'03"W, a distance of 9.89 feet to a point on the boundary of MAPLEWOOD CONDOMINIUM, said point being on a curve concave northeasterly having a radius of 652.02 feet and a central angle of 02°38'13"; thence on the boundary of said MAPLEWOOD CONDOMINIUM and on the arc of said curve a distance of 30.01 feet, said arc subtended by a chord which bears N67°54'51"W a distance of 30.01 feet; thence N20°51'03"E, a distance of 150.15 feet; thence N69°08'57"W, a distance of 107.00 feet to the POINT OF BEGINNING.

And,

As to Richmond Parcel (Pod-R)(FA82)

A parcel of land lying in Section 23, Township 32 South, Range 19 East, Hillsborough County, Florida, explicitly described as follows:

Commence at the Northwest corner of said Section 23; thence on the West boundary thereof S00°47'34"E, a distance of 691.65 feet; thence departing said West boundary N89°12'26"E, a distance of 166.08 feet to the POINT OF BEGINNING; thence N06°43'29"E, a distance of 62.37 feet; thence N43°39'18"E, a distance of 58.86 feet to the beginning of a curve concave northwesterly having a radius of 100.00 feet and a central angle of 42°08'40"; thence on the arc of said curve a distance of 73.56 feet, said arc subtended by a chord which bears N22°34'58"E, a distance of 71.91 feet to the curve's end; thence N01°30'38"E, a distance of 77.27 feet to the beginning of a curve concave southwesterly having a radius of 200.00 feet and a central angle of 23°59'50"; thence on the arc of said curve a distance of 83.77 feet, said arc subtended by a chord

which bears N10°29'18"W, a distance of 83.16 feet to the curve's end and the beginning of a curve concave southwesterly having a radius of 188.00 feet and a central angle of 227°38'06"; thence on the arc of said curve a distance of 746.92 feet, said arc subtended by a chord which bears S88°40'10"E, a distance of 343.98 feet to the curve's end and the beginning of a curve concave northeasterly having a radius of 32.00 feet and a central angle of 116°53'27"; thence on the arc of said curve a distance of 65.28 feet, said arc subtended by a chord which bears S33°17'50"E, a distance of 54.54 feet to the curve's end; thence N88°15'27"E, a distance of 59.30 feet to the beginning of a curve concave northwesterly having a radius of 32.00 feet and a central angle of 63°05'30"; thence on the arc of said curve a distance of 35.24 feet, said arc subtended by a chord which bears N56°42'42"E, a distance of 33.48 feet to the curve's end; thence N25°09'57"E, a distance of 97.01 feet to the beginning of a curve concave southwesterly having a radius of 188.00 feet and a central angle of 213°42'04"; thence on the arc of said curve a distance of 701.20 feet, said arc subtended by a chord which bears S47°59'01"E, a distance of 359.86 feet to the curve's end and the beginning of a curve concave southeasterly having a radius of 200.00 feet and a central angle of 10°29'50"; thence on the arc of said curve a distance of 36.64 feet, said arc subtended by a chord which bears S53°37'06"W, a distance of 36.59 feet to the curve's end; thence S48°22'11"W, a distance of 71.65 feet to a point on a curve concave northwesterly having a radius of 467.95 feet and a central angle of 58°03'32"; thence on the arc of said curve a distance of 474.19 feet, said arc subtended by a chord which bears S77°23'57"W, a distance of 454.16 feet; thence S43°39'18"W, a distance of 148.54 feet; thence N46°20'42"W, a distance of 117.98 feet to the beginning of a curve concave southwesterly having a radius of 177.00 feet and a central angle of 28°22'14"; thence on the arc of said curve a distance of 87.64 feet, said arc subtended by a chord which bears N60°31'49"W, a distance of 86.75 feet to the curve's end and the beginning of a curve concave southwesterly having a radius of 290.00 feet and a central angle of 08°33'34"; thence on the arc of said curve a distance of 43.32 feet, said arc subtended by a chord which bears N78°59'44"W, a distance of 43.28 feet to the POINT OF BEGINNING.

And,

As to SCC-Units 274-275 (FA 92A)

A parcel of land lying in Section 18, Township 32 South, Range 20 East,

Hillsborough County, Florida, explicitly described as follows:

Commence at the easternmost corner of SUN CITY CENTER UNIT 40, as recorded in

Plat Book 60, Page 42 of the Public Records of said Hillsborough County for a

POINT OF BEGINNING; thence on the easterly boundary thereof the following two

(2) courses: 1) N68°58'16"W, a distance of 244.26 feet; 2) N30°58'16"W, a

distance of 357.00 feet; thence N43°11'44"E, a distance of 903.10 feet; thence

N30°43'32"E, a distance of 405.00 feet; thence N05°43'15"W, a distance of

185.26 feet; thence N22°56'10"W, a distance of 291.63 feet; thence

N74°47'44"W, a distance of 100.07 feet to a point on the east boundary of SUN CITY

CENTER UNIT 277, PHASE II as recorded in Plat Book 72, Page 7 of the Public Records of

Hillsborough County, Florida; thence on said east boundary N22°07'59"E, a

distance of 14.78 feet; thence continue on said east boundary N13°26'42"E, a

distance of 60.00 feet to a point on a curve concave northeasterly having a radius of 970.00 feet and a central angle of $08^{\circ}15'50''$; thence on the arc of said curve a distance of 139.91 feet, said arc subtended by a chord which bears $S80^{\circ}41'33''E$ a distance of 139.78 feet; thence $N05^{\circ}10'32''E$, a distance of 163.06 feet; thence $N88^{\circ}58'27''E$, a distance of 165.42 feet; thence $N88^{\circ}58'23''E$, a distance of 466.35 feet; thence $N85^{\circ}58'30''E$, a distance of 503.70 feet to a point on a curve concave southwesterly having a radius of 271.00 feet and a central angle of $109^{\circ}38'49''$; thence on the arc of said curve a distance of 518.61 feet, said arc subtended by a chord which bears $S22^{\circ}45'06''E$ a distance of 443.02 feet; thence $S32^{\circ}04'17''W$, a distance of 132.00 feet to a point on a curve concave southeasterly having a radius of 551.00 feet and a central angle of $41^{\circ}45'02''$; thence on the arc of said curve a distance of 401.50 feet, said arc subtended by a chord which bears $S11^{\circ}11'47''W$ a distance of 392.68 feet; thence $S09^{\circ}40'43''E$, a distance of 2.00 feet to a point on a curve concave northeasterly having a radius of 229.40 feet and a central angle of $127^{\circ}27'37''$; thence on the arc of said curve a distance of 510.32 feet, said arc subtended by a chord which bears $S73^{\circ}24'31''E$ a distance of 411.41 feet to a point on a curve concave southeasterly having a radius of 180.00 feet and a central angle of $15^{\circ}45'24''$, said point being a point on the westerly boundary of SUN CITY CENTER UNIT 270, as recorded in Plat Book 103, Page 157 of said Public Records; thence on said westerly boundary the following three (3) courses: 1) on the arc of said curve a distance of 49.50 feet, said arc subtended by a chord which bears $S34^{\circ}58'58''W$ a distance of 49.35 feet; 2) $S27^{\circ}06'16''W$, a distance of 130.96 feet to a point on a curve concave northeasterly having a radius of 195.00 feet and a central angle of $67^{\circ}41'04''$; 3) on the arc of said curve a distance of 230.36 feet, said arc subtended by a chord which bears $S06^{\circ}44'16''E$ a distance of 217.19 feet; thence $N76^{\circ}53'29''W$, a distance of 282.66 feet; thence $N82^{\circ}55'40''W$, a distance of 418.92 feet to a point on a curve concave southeasterly having a radius of 285.00 feet and a central angle of $45^{\circ}20'01''$; thence on the arc of said curve a distance of 225.50 feet, said arc subtended by a chord which bears $S36^{\circ}44'16''W$ a distance of 219.66 feet; thence $S14^{\circ}04'16''W$, a distance of 702.29 feet; thence $S30^{\circ}08'49''E$, a distance of 96.19 feet to a point on the northerly boundary of SUN CITY CENTER UNIT 263, as recorded in Plat Book 91, Page 72 of aforesaid Public Records and a point on a curve concave northwesterly having a radius of 860.00 feet and a central angle of $03^{\circ}01'03''$; the on said northerly boundary the following two (2) courses: 1) on the arc of said curve a distance of 45.29 feet, said arc subtended by a chord which bears $S59^{\circ}41'45''W$ a distance of 45.29 feet; 2) $S61^{\circ}12'17''W$, a distance of 4.71 feet; thence $N30^{\circ}08'49''W$, a distance of 179.86 feet to a point on a curve concave northeasterly having a radius of 250.00 feet and a central angle of $21^{\circ}29'13''$; thence on the arc of said curve a distance of 93.75 feet, said arc subtended by a chord which bears $N19^{\circ}24'13''W$ a distance of 93.21 feet; thence $S81^{\circ}20'24''W$, a distance of 263.33 feet to a point on a curve concave northwesterly having a radius of 465.00 feet and a central angle of $62^{\circ}39'55''$; thence on the arc of said curve a distance of 508.58 feet, said arc subtended by a chord which bears $S79^{\circ}18'32''W$ a distance of 483.61 feet to a point on a curve concave

northwesterly having a radius of 2018.17 feet and a central angle of $00^{\circ}09'16''$; thence on the arc of said curve a distance of 5.44 feet, said arc subtended by a chord which bears $S36^{\circ}21'09''W$ a distance of 5.44 feet to the POINT OF BEGINNING.

EXHIBIT B

Assigned Marks


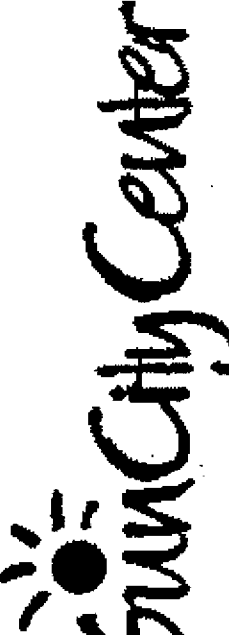
SUN CITY CENTER MARKS

I. The Following Marks Are Owned by WCI Communities, LLC.

<u>Mark</u>	<u>Goods & Services</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Upcoming Filing Date</u>
SUN CITY CENTER	IC 036. US 100 101 102. G & S: real estate management, namely, operation of leisure-oriented master planned residential communities and resorts, real estate services including the sale of homes and real estate brokerage services, real estate agencies, leasing of real estate, and land parcel and lot sales.	2,666,128	12/24/2002	10 year Renewal due on 12/24/2012
SUN CITY CENTER	IC 037. US 100 103 106. G & S: real estate development and construction services, namely, the development and construction of leisure-oriented master planned communities, residential homes, golf courses and residential community amenities.	2,677,212	1/21/2003	10 year renewal due on 1/21/2013

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16588951.1

<u>Mark</u>	<u>Goods & Services</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Upcoming Filing Date</u>
	IC 036. US 100 101 102. G & S: real estate management, namely, operation of leisure-oriented master planned residential communities and resorts, real estate brokerage services, real estate agencies, leasing of real estate, and real estate brokerage of land parcel and lots.	2,695,037	3/11/2003	10 year renewal due on 3/11/2013
	IC 037. US 100 103 106. G & S: real estate development and construction services, namely, the development and construction of leisure-oriented master planned communities, residential homes, golf courses and residential community amenities.	2,666,113	12/24/2002	10 year renewal due on 12/24/2012

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