

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PH4 Corporation		10/26/2010	CORPORATION: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Terravita Community Association, Inc.		
<b>Street Address:</b>	34109 N. 69th Way		
<b>City:</b>	Scottsdale		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85266		
<b>Entity Type:</b>	CORPORATION: ARIZONA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1834912	TERRAVITA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(482)922-9422		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	4809229292		
<b>Email:</b>	jwood@ekmarklaw.com		
<b>Correspondent Name:</b>	Ekmark & Ekmark, LLC, c/o Jason F. Wood		
<b>Address Line 1:</b>	6720 N. Scottsdale Road		
<b>Address Line 2:</b>	Suite 261		
<b>Address Line 4:</b>	Scottsdale, ARIZONA 85253		
<b>NAME OF SUBMITTER:</b>	Jason F. Wood, Esq.		
<b>Signature:</b>	/s/ Jason F. Wood		
<b>Date:</b>	02/21/2011		
<b>Total Attachments: 3</b>			

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## TRADEMARK ASSIGNMENT

THIS ASSIGNMENT (this "Assignment") is made on October 26, 2010, (the "Effective Date") by PH4 Corporation., a Michigan corporation ("Assignor") to and in favor of Terravita Community Association, Inc, an Arizona nonprofit corporation ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to U.S. Trademark Registration Number 1,834,912 for TERRAVITA (the "Trademark") together with the goodwill of the business connected with and symbolized by the Trademark; and

WHEREAS, Assignee desires to acquire and assume all of Assignor's right, title and interest in and to the Trademark;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as follows:

### 1. ASSIGNMENT

1.1 Assignor hereby sells, assigns, transfers, conveys, and sets over to Assignee, and its successors and assigns, and Assignee accepts, purchases, and assumes the Assignor's entire right, title, and interest in and to the Trademark, including any renewals and extensions thereof, together with the goodwill of the business connected with and symbolized by the Trademark and the right to sue for and receive all damages from past infringements arising prior to the date of this Assignment, if any, the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

1.2 Assignor agrees to take all commercially reasonable steps reasonably required and sign any documents reasonably necessary to complete the transfer of the Trademark to Assignee.

1.3 Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to record the transfer of the registration set forth to Assignee as assignee of Assignor's entire right, title and interest therein.

### 2. FURTHER REGISTRATIONS

2.1 Assignor further assigns all rights, and empowers Assignee, its successors, assigns and nominees to make applications for trademark registration or protection anywhere in the world with respect to the Trademark and other classifications of goods and services associated with Terravita.

### 3. CONSIDERATION

3.1 As consideration of Assignor's sale and assignment herein to Assignee, Assignor acknowledges and agrees that Assignor has received sufficient consideration and that this Assignment is effective as of the Effective Date noted above, made without reservation of rights, and shall be irrevocable upon the execution of this Assignment.

### 4. EXPENSES

4.1 Assignee shall pay all applicable filing fees for recordation of the Trademark assignment as well as fees associated with the transfer of the "terravita.org" and "terravita.com" domain names (the "Domain Names").

### 5. **DISCLAIMER OF WARRANTIES. THE TRADEMARK IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. ASSIGNOR, ITS PARENT, AND THEIR RESPECTIVE SUBSIDIARIES AND AFFILIATES DISCLAIM ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND TITLE/NON-INFRINGEMENT.**

### 6. MISCELLANEOUS

5.1 Nothing in this Assignment shall be construed to place the parties in the relationship of partners, joint venturers or franchisor/franchisee.

5.2 This Assignment comprises the complete and exclusive agreement between Assignee and Assignor regarding the subject matter hereof and supersedes any and all other verbal and written contracts, agreements, licenses, communications, or understandings regarding the Trademark and Domain Names.

5.3 This Assignment may be amended only in writing signed by the party sought to be bound.

5.4 This Assignment may be executed in one or more counterparts. Each counterpart, and any copy or facsimile thereof in good form, shall be considered an original document admissible into evidence unless a document's authenticity is genuinely placed in question.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

ASSIGNOR

PH4 Corporation

By: *Robin W. Dorer*  
Robin W. Dorer, Assistant Secretary

ASSIGNEE

Terravita Community Association, Inc.

By: *David W. Hills*