

**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>
Shea IP Trust		05/10/2011	TRUST: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Shea Homes Limited Partnership		
<b>Street Address:</b>	655 Brea Canyon Road		
<b>City:</b>	Walnut		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91789		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3246327	SHEA HOMES	
Registration Number:	3901381	SHEA SPACES	
Registration Number:	3156819	SHEAHOMES CARING SINCE 1881	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(949)475-4754		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	949-451-3800		
<b>Email:</b>	skann@gibsondunn.com		
<b>Correspondent Name:</b>	Stephanie S. Kann, Senior Paralegal		
<b>Address Line 1:</b>	3161 Michelson Drive		
<b>Address Line 2:</b>	Gibson, Dunn & Crutcher LLP		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92612		
<b>ATTORNEY DOCKET NUMBER:</b>	46350-00019		
<b>NAME OF SUBMITTER:</b>	Stephanie S. Kann		

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Signature:	/stephanie s. kann/
Date:	05/10/2011
Total Attachments: 3 source=Trademark Assignment-SHLP (2)#page1.tif source=Trademark Assignment-SHLP (2)#page2.tif source=Trademark Assignment-SHLP (2)#page3.tif	

## TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Assignment**”) is entered into effective as of May 10, 2011 (the “**Effective Date**”), by and between Shea IP Trust, a Delaware trust (“**Assignor**”), with offices at 919 North Market Street, Suite 1600, Wilmington, Delaware 19801, and Shea Homes Limited Partnership, a California limited partnership (“**Assignee**”) with offices at 655 Brea Canyon Road, Walnut, California 91789.

### 1.0 Assignment.

1.1 In consideration of and exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, sells, transfers and sets over unto Assignee its entire right, title and interest in and to the Marks, Applications and Registrations set forth on Exhibit A attached hereto, including without limitation all common-law rights, throughout the world, together with the associated goodwill (the “**Trademarks**”), and all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.

1.2 Assignor agrees to execute and deliver at the reasonable request of the Assignee, all papers, instruments, and assignments, and to perform, at Assignee’s expense, any other reasonable acts the Assignee may require in order to vest all Assignor’s rights, title, and interest in and to said Trademarks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

### 2.0 Miscellaneous.

2.1 This Assignment shall be governed by, and construed and enforced in accordance with the laws of the State of California and the federal laws of the United States, without reference to principles of conflicts of law that might cause the laws of any other jurisdiction to apply.

2.2 This Assignment may be executed in counterparts, each of which, when executed, shall constitute one and the same agreement.


[Signature page follows.]

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

**ASSIGNOR:**

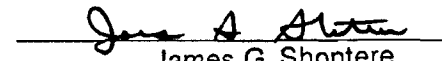
**SHEA IP TRUST**

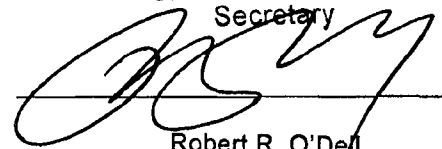
By: Wells Fargo Delaware Trust Company, N.A., not in its individual capacity but solely as Owner Trustee

By:   
Name: Sandra Battaglia  
Title: Vice President

**ASSIGNEE:**

**SHEA HOMES LIMITED PARTNERSHIP**

By:   
Name: James G. Shontere  
Title: Secretary

By:   
Name: Robert R. O'Dell  
Title: Treasurer

**Exhibit A**

**Trademarks**

<b>Mark</b>	<b>Application/Registration Number</b>	<b>Country</b>
SHEA HOMES	3,246,327	U.S.
SHEA SPACES	3,901,381	U.S.
SheaHomes Caring since 1881 & Design	3,156,819	U.S.