

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Centex Corporation		04/02/2010	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	Commerce Title and Closing Services, LLC
Street Address:	One Mauchly
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92618
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2277878	COMMERCE TITLE
Registration Number:	3431643	COMMERCE TITLE
Registration Number:	3007482	A NATIONAL REPUTATION FOR PERSONAL SERVICE
Registration Number:	3419756	CTC CONNECT WEB
Registration Number:	2998222	
Registration Number:	2718876	
Registration Number:	2718875	
Registration Number:	2718877	
Registration Number:	3681577	CTC CONNECT

CORRESPONDENCE DATA

Fax Number: (310)746-4495
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 310-746-4405
 Email: fgartside@elkinskalt.com
 Correspondent Name: Frederick Gartside

900191791

**TRADEMARK
 REEL: 004540 FRAME: 0277**

OP \$240.00 2277878

Address Line 1: 2049 Century Park East, Suite 2700
Address Line 4: Los Angeles, CALIFORNIA 90067

NAME OF SUBMITTER: Frederick Gartside

Signature: /fg/

Date: 05/12/2011

Total Attachments: 9

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TRADEMARK AND DOMAIN NAME ASSIGNMENT

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT (this "Agreement") is made on April 2, 2010 by and between Centex Corporation, a Nevada corporation ("Assignor") and Commerce Title and Closing Services, LLC, a Delaware limited liability company, ("Assignee") with reference to the following facts:

A. Real Estate Disposition, LLC and Centex Financial Services, LLC entered into a Coordination Agreement dated November 25, 2009, as amended (the "Coordination Agreement").

B. Assignor is the owner of all right, title and interest in and to the trademarks and the corresponding registrations set forth on Exhibit 1 (collectively, the "Trademarks"), subject to the limitations set forth thereon and in the Concurrent Use Agreement (as defined below), together with the goodwill of the business connected with and symbolized by the Trademarks.

C. Assignor is the registrant of all right, title and interest in and to the domain names set forth on Exhibit 2 (collectively, the "Domain Names" and together with the Trademarks, the "Assigned Assets").

D. This Agreement is required under Section 3(a)(ii) of the Coordination Agreement.

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 and conveys to Assignee the Assignor's entire right, title, interest in and to the Assigned Assets, including any renewals and extensions thereof, together with the goodwill of the business connected with and symbolized by the Assigned Assets and the right to sue for and receive all damages from past infringements arising prior to the date of this Agreement, 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 steps required and any documents reasonably necessary to complete the transfer of the Assigned Assets to Assignee and, at the expense of Assignee, to enforce Assignee's intellectual property rights in the Assigned Assets. Assignor appoints Assignee as Assignor's attorney-in-fact to execute all documents and take all actions required by the appropriate domain registration authority to effect the assignment and transfer of the Domain Names.

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 registrations set forth on Exhibit 1 to Assignee as assignee of Assignor's entire right, title and interest therein.

1.4 Notwithstanding anything to the contrary herein, the sale, assignment, transfer and conveyance of the Trademarks hereby is made subject to (a) the Concurrent Use Agreement, dated as of October 10, 2005 (the "Concurrent Use Agreement"), by and among Assignor, Centex Title & Ancillary Services, Inc., a Nevada corporation ("CTAS"), and Commerce Title and Abstract Company, a Louisiana corporation, and (b) with respect to the Trademark "Misc. Design (House Logo – Insurance)", the Trademark License Agreement, dated as of September 15, 2008, by and between Centex Corporation, a Nevada corporation, and Westwood Insurance Agency, a California corporation (the "Westwood License"). Assignor hereby assigns to Assignee all rights of Assignor and its subsidiary CTAS under the Concurrent Use Agreement.

2. EXPENSES

2.1 Assignee shall pay all applicable filing fees for recordation of the trademark assignment and all domain registry fees to cause the domain names to be transferred and registered in its own name.

3. REPRESENTATIONS AND WARRANTIES

3.1 Assignor Representations and Warranties. Assignor represents and warrants that:

(a) it is duly organized and is validly existing under the laws of the place of its organization;

(b) it has full power and authority to enter into this Agreement and to perform the acts required of it hereunder; and

(c) the execution of this Agreement by it, and the performance by it of its obligations and duties hereunder, does not and will not violate any agreement to which it is a party or by which it is bound.

3.2 Assignee Representations and Warranties. Assignee represents and warrants that:

(a) it is duly organized and is validly existing under the laws of the place of its organization;

(b) it has full power and authority to enter into this Agreement and to perform the acts required of it hereunder; and

(c) the execution of this Agreement by it, and the performance by it of its obligations and duties hereunder, does not and will not violate any agreement to which it is a party or by which it is otherwise bound.

4. RESTRICTIONS AND OBLIGATIONS OF ASSIGNOR. Assignor and its affiliates shall:

4.1 except as permitted by the Trademark License Agreement, of even date herewith, between the parties hereto, cease and permanently refrain from using, cooperating in the use of, or licensing the use of "Commerce Title", or any derivation thereof, or any other name which

contains "Commerce Title" therein (collectively, the "Prohibited Names") for any products or services, or as a trademark, service mark, business name, corporate name, trade name, or Internet domain name, or for any Internet content;

4.2 refrain from filing any application or acquiring any registration for trademark, service mark, business name, corporate name, trade name, or Internet domain name, or for any Internet content, containing the Prohibited Names in connection with any products or services whatsoever, and will not actively assist others in doing so; and

4.3 refrain from opposing, petitioning to cancel, interfering with or otherwise challenging Assignee's rights to the Domain Names and/or any application or registration thereof, for any products or services, or as a trademark, service mark, business name, corporate name, trade name, or Internet domain name, or for any Internet content, throughout the world, and will not actively assist others in doing so.

5. **General Provisions.**

5.1 **Modification.** This Agreement may be modified only by a written instrument executed by the parties hereto.

5.2 **Entire Agreement.** This Agreement, the Coordination Agreement and the Purchase Agreements (as defined in the Coordination Agreement) are the entire agreement of the parties with respect to the subject matter hereof and thereof and supersedes all other prior agreements or understandings between the parties hereto in respect of the subject matter hereof and thereof.

5.3 **Expenses.** Except as expressly provided herein, whether or not the transactions contemplated herein shall be consummated, each party shall pay its own expenses incurred by it in negotiating and preparing this Agreement and in closing and carrying out the transactions contemplated by this Agreement.

5.4 **Further Actions.** Each party shall execute and deliver such certificates and other documents and take such other actions as may reasonably be requested by the other party in order to consummate or implement the transactions contemplated hereby.

5.5 **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given or made as follows: (a) if sent by registered or certified mail in the United States return receipt requested, upon receipt; (b) if sent by reputable overnight air courier (such as Federal Express), one (1) business day after mailing; (c) if sent by facsimile transmission, with a copy mailed on the same day in the manner provided in (a) or (b) above, when transmitted and receipt is confirmed by telephone; or (d) if otherwise actually personally delivered, when delivered and shall be delivered as follows:

if to the Assignor:

Pulte Mortgage LLC
7390 Iola Street
Englewood, CO 80112

Fax Number: (303) 493-4428
Attention: General Counsel

with a copy to:

K&L Gates LLP
K&L Gates Center
210 Sixth Avenue
Pittsburgh, PA 15222
Fax Number: (412) 355-6501
Attention: Richard G. Thorpe, Esq.

if to Assignee:

One Mauchly
Irvine, California 92618
Fax Number: (949) 699-4273
Attention: Jeffrey P. Frieden

with a copy to:

Elkins Kalt Weintraub Reuben Gartside LLP
1800 Century Park East, 7th Floor
Los Angeles, California 90067
Fax Number: (310) 746-4495
Attention: Frederick W. Gartside, Esq.

or to such other address or to such other person as either party hereto shall have last designated by notice to the other party in accordance herewith.

5.6 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that any assignment, by operation of law or otherwise, by Assignor shall require the prior written consent of the Assignee and any purported assignment or other transfer by Assignor without such consent shall be void and unenforceable.

5.7 No Third Party Beneficiaries. Nothing in this Agreement shall confer any rights upon any person or entity which is not a party or a successor or permitted assignee of a party to this Agreement.

5.8 Counterparts. This Agreement may be executed in counterparts, all of which shall constitute one and the same instrument. A facsimile or pdf of an executed counterpart of this Agreement shall be deemed to be an original executed counterpart of this Agreement.

5.9 Interpretation. The section headings in this Agreement are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provision hereof. This Agreement has been jointly drafted and negotiated with the benefit of

counsel and the rule of construction that an agreement shall be construed against the drafting party shall not be applicable.

5.10 Governing Law. This Agreement shall be construed, performed and enforced in accordance with the laws of the State of California, without regard to any conflicts of law principles that would require the application of the law of another jurisdiction.

5.11 Arbitration, etc. The provisions of Sections 20 through 24 of the Coordination Agreement shall apply mutatis mutandi to this Agreement.

5.12 Relationship of Parties. Nothing contained in this Agreement or in the activities contemplated hereby shall be construed to create the relationship of principal and agent, partnership, joint venture, trust, tenants in common or any other relationship between the parties hereto other than separate and distinct entities dealing at arm's length as Assignee and Assignor, respectively, for their own separate interests and benefit.

5.13 Remedies Not Exclusive. No remedy or election under this Agreement is exclusive, but rather, to the extent permitted by applicable law, each such remedy and election is cumulative with all other remedies at law or in equity.

5.14 Specific Performance. If Assignor should be in default with respect to any of Assignor's obligations under this Agreement, Assignor acknowledges that Assignee may be irreparably damaged and such damage may not be readily remedied in monetary damages in an action at law. In the event of any default or breach by Assignor that could result in irreparable harm to Assignee or cause some loss or dilution of Assignee's goodwill, reputation, or rights in the Assigned Assets, Assignee shall be entitled to immediate injunctive relief to prevent such irreparable harm, loss, or dilution in addition to any other remedies available.

[SIGNATURE PAGE FOLLOWS]

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

Assignee:
COMMERCE TITLE AND CLOSING
SERVICES, LLC,
a Delaware limited liability company

Assignor:
CENTEX CORPORATION,
a Nevada corporation

By: 
Name: Joseph Doffner
Title: Executive VP

By: _____
Name: _____
Title: _____

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

Assignee:
COMMERCE TITLE AND CLOSING
SERVICES, LLC,
a Delaware limited liability company

Assignor:
CENTEX CORPORATION,
a Nevada corporation

By: _____
Name: _____
Title: _____

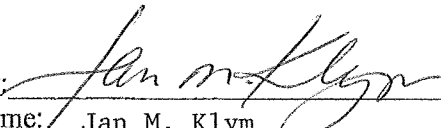
By:  _____
Name: Jan M. Klym
Title: Assistant Secretary

Exhibit 1
Trademarks

<u>MARK</u>	<u>Reg. No.</u>
Commerce Title	2,277,878
Commerce Title	3,431,643 ¹
A National Reputation for Personal Service	3,007,482
CTC Connect	78/830985 ²
CTC Connect Web	3,419,756
Misc. Design (House Logo – Appraisal Services)	2,998,222
Misc. Design (House Logo – Insurance)	2,718,876 ³
Misc. Design (House Logo – Optima Services)	2,718,875
Misc. Design (House Logo – Title/Insurance)	2,718,877

¹ The respective application for this registration was withdrawn pursuant to the Concurrent Use Agreement, but the mark was registered notwithstanding such withdrawal on May 20, 2008.

² Application number (registration pending).

³ The assignment of this trademark is subject to the Westwood License.

EXHIBIT 2

Domain Names

commerce-land-title.com
commerce-title.com
commerce-title.org
commerceappraisalnsc.com
commercensc.com
commercetitle.info
commercetitleagency.com
commercetitlecompany.bz
commercetitlecompany.cc
commercetitlecompany.com
commercetitlecompany.gs
commercetitlecompany.info
commercetitlecompany.ms
commercetitlecompany.name
commercetitlecompany.net
commercetitlecompany.org
commercetitlecompany.tc
commercetitlecompany.tv
commercetitlecompany.us
commercetitlecompany.vg
commercetitlecompany.ws
commercetitledfw.com
commercetitlensc.com
commercetitlesa.com
ctconnect.biz
ctconnect.bz
ctconnect.cc
ctconnect.com
ctconnect.info
ctconnect.net
ctconnect.org
ctconnect.us
commercetitleinsco.com
commercetitleinsco.net
commercetitleinsco.org