

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/23/2009

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Village Homes of Colorado, Inc.		12/23/2009	CORPORATION: COLORADO

RECEIVING PARTY DATA

Name:	NVH Parent, LLC
Street Address:	11777 San Vicente Blvd.
Internal Address:	Suite 900
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90049
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2235564	VILLAGE HOMES

CORRESPONDENCE DATA

Fax Number: (303)893-1379
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 303-892-7353
 Email: pantea.garroussi@dgsllaw.com
 Correspondent Name: Pantea Garroussi, Davis Graham & Stubbs
 Address Line 1: 1550 17th Street
 Address Line 2: Suite 500
 Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	120400-0013
NAME OF SUBMITTER:	Pantea Garroussi

900192079

**TRADEMARK
 REEL: 004543 FRAME: 0385**

CH \$40.00 2235564

Signature:	/Pantea Garroussi/
Date:	05/17/2011
Total Attachments: 6 source=Village#page1.tif source=Village#page2.tif source=Village#page3.tif source=Village#page4.tif source=Village#page5.tif source=Village#page6.tif	

GENERAL ASSIGNMENT

This General Assignment (the "**Assignment**") is made effective as of the 23rd day of December, 2009, by VILLAGE HOMES OF COLORADO, INC., debtor-in-possession, a Colorado corporation ("**Assignor**"), in favor of NVH Parent, LLC, a Delaware limited liability company ("**Assignee**").

RECITALS

A. Assignee has acquired from Assignor real property described on Exhibit A attached hereto (the "**Property**") in accordance with the terms of that certain Purchase and Sale Agreement dated November 16, 2009, between Assignor and Assignee's predecessor-in-interest, Lowe Enterprises Real Estate Group – Central Inc., a Colorado corporation (the "**Agreement**"). All initially capitalized terms used and not otherwise defined herein shall have the meanings ascribed in the Agreement.

B. Pursuant to the terms of the Agreement, Assignor is obligated to assign to Assignee certain contract and intangible rights in connection with the conveyance of the Property.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor agrees as follows:

1. **Assignment of Rights**. Assignor does hereby sell, transfer, assign, convey and deliver to Assignee, effective as of the date first set forth above, all of Assignor's right, title and interest in and to the following:

- (a) the Permits and Licenses as defined in Section 1.1.1(f) of the Agreement;
- (b) (i) any and all house plans of Assignor, including the exclusive right to use all such plans, and (ii) Assignor's right, title, and interest in and to any and all other plans, specifications, drawings and surveys to the extent relating to the Property, and (iii) any other contract, intangible or other property rights described in Section 1.1.1(g) of the Agreement;
- (c) engineering, soil, environmental and inspection reports to the extent relating to the Property and any other contract, intangible or other property rights described in Section 1.1.1(h) of the Agreement, provided that to the extent that any such reports also relate to real property owned by Assignor that is not being purchased by Assignee pursuant to the Agreement (the "**Retained Property**"), Assignor shall be entitled to keep copies of such reports and retain ownership in such reports to the extent relating to the Retained Property;
- (d) deposits and pre-paid fees made or other security given to water, sewer, gas, electric or other utility companies; prepaid fees, taps and other prepaid costs; refundable or prepaid taxes or fees paid to any governmental, quasi-governmental or private body, in each case to the extent relating to the Property, including (i) all prepaid water taps and water tap fee credits

which may be used for the lots and tracts located in the Crossings at Castle Pines North subdivision; (ii) those prepaid water tap fee credits described on Exhibit B-1 attached hereto; (iii) those rebates and refunds listed on Exhibit B-2 attached hereto; and (iv) and any other contract, intangible or other property rights described in Section 1.1.1(i) of the Agreement;

(e) security deposits, credits, refunds and rights of reimbursement, arising under or in any way relating to any assessment district, maintenance district, metro district, special district or community facilities district, to the extent the same relates to the Property, including pursuant to the Fee Credit Agreement dated March 23, 2007, between Assignor and Reata North Metropolitan District, and any other contract, intangible or other property rights described in Section 1.1.1(j) of the Agreement;

(f) all trademarks, logos, marketing plans, catalogues, displays, signage, and promotional, sales, advertising and marketing materials, including (i) "Village Homes" for all purposes, (ii) the website www.villagehomes.com and all other domain names and websites owned, registered or operated by Assignor, (iii) telephone and facsimile numbers, (iv) those categories of intellectual property listed on Exhibits C-1 through C-3 attached hereto, and (iv) any and all other intellectual property rights owned by Assignor including those described in Section 1.1.1(k) of the Agreement;

(g) rights under any contracts or subcontracts for work, development work, construction, and improvements on, and engineering and drawings relating to, the Property, including without limitation those contracts described on Exhibits D-1 and D-2 attached hereto;

(h) all contracts for the sale of the WIP Properties, including all deposits thereunder, listed on Exhibit E attached hereto;

(i) all files, customer lists, procedural manuals and other printed or written materials, whether stored electronically or otherwise, except those materials relating solely to the organization, corporate maintenance and corporate existence of Assignor;

(j) the contracts listed on Exhibit F attached hereto, being the Assumed Contracts under the Agreement;

(k) all rights, benefits and interests related to or arising out of the Prior Unliened Costs listed on Exhibit G attached hereto; and

(l) any other tangible or intangible property incidental to any of the foregoing or required for the appropriate use of any of the foregoing,

collectively, the "Assigned Rights".

2. **Successors.** This Assignment shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest and assigns.

3. **Further Assurances.** Assignor shall take such further action as reasonably necessary from and after the date hereof to effectuate the intent of this Assignment.


4. **Governing Law.** This Assignment shall be governed by and construed and in accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, Assignor has set its hand hereto as of the date first above written.

[See attached page for signature.]

ASSIGNOR:

Village Homes of Colorado, Inc., debtor-in-possession,
a Colorado corporation

By: 

Matthew P. Osborn,
President & Chief Operating Officer

EXHIBIT C
(General Assignment)

Intellectual Property

Website URLs, including those listed on Exhibit C-1 attached hereto

Trademarks

Community Names and Brand Identities (former, current and on the board communities), including those listed on Exhibit C-2 attached hereto

Corporate Collateral

Printed and digital files

Community Collateral

Printed and digital files

Illustrations, i.e., site maps

Floorplan/Elevation Collateral

Program/Promotion Collateral

Printed and digital files

Homeowner Manual

Printed and digital files

Photography

Community photographs (digital)

Home/Product photographs (digital)

Purchased photographs (digital)

Software and Information Technology, including the Information Technology and Applications listed on Exhibit C-3 attached hereto

Licenses/Memberships

Jengo Mail - Email blast program

Builder HomeSite – ownership

Signage

Exhibit C-2

Community (Marketing) Names:

Former:

Village of Five Parks
Greenfield

Current:

The Orchard
Boyd Ponds
Observatory Village Homes
Shoenberg Farms Village
Idyllwilde
Heathstead at Canterbury Crossing
The Crossings at Castle Pines North
Watercolor in The Meadows At Historic Castle Rock

Current with license/usage agreement:

Puma Ridge
Castle Valley Ranch
Granby Ranch
Southshore
The Meadows At Historic Castle Rock

On The Board:

The Courtyards at Five Parks
The Lanterns
Tapestry
Emerson
Haystack