

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Loan Documents

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
First Bank		04/15/2011	Banking Corporation: MISSOURI

RECEIVING PARTY DATA

Name:	WBI Resolution, LLC
Street Address:	600 James S. McDonnell Boulevard
Internal Address:	MC019
City:	Hazelwood
State/Country:	MISSOURI
Postal Code:	63042-2302
Entity Type:	LIMITED LIABILITY COMPANY: MISSOURI

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2989178	NEW TOWN
Registration Number:	3521808	NEW TOWN IN A BOX
Registration Number:	3728914	NEW TOWN IN A BOX
Registration Number:	2960981	THE NEW TOWN AT ST. CHARLES
Registration Number:	2927982	THE NEW TOWN AT ST. CHARLES
Registration Number:	2958118	THE NEW TOWN AT ST. CHARLES
Registration Number:	2958119	THE NEW TOWN AT ST. CHARLES
Registration Number:	2966763	THE NEW TOWN AT ST. CHARLES
Registration Number:	2966764	THE NEW TOWN AT ST. CHARLES
Registration Number:	3281502	NT HOME FOR SALE
Registration Number:	3065568	NT THE NEW TOWN AT ST. CHARLES EST. MISSOURI 2004
Registration Number:	2635327	WHITTAKER HOMES
Registration Number:	1858878	WHITTAKER HOMES

TRADEMARK

900193300

REEL: 004552 FRAME: 0237

CH \$340.00 2989178

CORRESPONDENCE DATA

Fax Number: (314)612-2323
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 314-621-5070
Email: gashbrook@armstrongteasdale.com
Correspondent Name: Meredith P. Gammill
Address Line 1: 7700 Forsyth Boulevard, Suite 1800
Address Line 4: St. Louis, MISSOURI 63105

ATTORNEY DOCKET NUMBER:	9379-545
NAME OF SUBMITTER:	Meredith P. Gammill
Signature:	/MPG-ATLLP/
Date:	06/01/2011

Total Attachments: 5
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ASSIGNMENT OF LOAN DOCUMENTS

THIS ASSIGNMENT OF LOAN DOCUMENTS ("Assignment") is made as of April 15, 2011, by **FIRST BANK**, a Missouri state chartered bank ("Assignor") to **WBI RESOLUTION, LLC**, a Missouri limited liability company ("Assignee").

RECITALS:

The following recitals are a material part of this Assignment.

WHEREAS, on or about August 28, 2003, Whittaker Builders, Inc. ("Whittaker"), GW Land LLC ("Land"), GW Lumber LLC ("Lumber"), LC Title Company LLC ("Title"), GW Development Company, LLC ("Development"), GGW Development Company, Inc. ("GGW"), New Town Custom Homes, LLC ("Custom Homes"), New Town Coffee Cottage, LLC ("Coffee"), and Heritage at Hawk Ridge, L.L.C. ("Heritage") (Whittaker, Land, Lumber, Title, Development, GGW, Custom Homes, Coffee, and Heritage are hereinafter collectively referred to herein as the "Borrower" or "Borrowers") each having an address at 3333-4 Rue Royale, St. Charles, Missouri 63301, executed and delivered to Assignor that certain Loan and Security Agreement (as amended and modified, the "Loan Agreement") for a revolving loan and other extensions of credit in the principal amount as specified therein (the "Loan"); and

WHEREAS, Borrowers have each filed voluntary petitions for relief under the Bankruptcy Code in the Bankruptcy Court that are being jointly administered under Case No. 09-50336 (the "Whittaker Bankruptcy Case"); and

WHEREAS, Assignor has obtained relief from the automatic stay imposed by 11 U.S.C. Sec. 362 (the "Automatic Stay") pursuant to that certain Order dated January 25, 2011, entered in the Whittaker Bankruptcy Case granting relief from the Automatic Stay with respect to all Borrowers' real property and pursuant to that certain Order dated February 17, 2011, entered in the Whittaker Bankruptcy Case granting relief from the Automatic Stay with respect to all Borrowers' remaining property, which together permit Assignor to exercise its rights under the Loan Documents (as defined herein) with respect to real and personal property owned by Borrowers; and

WHEREAS, Assignor desires to transfer all of its rights, title and interest in the Loan and the Loan Documents to the Assignee for purposes of the Assignee acquiring, holding, maintaining, and liquidating the collateral under the Loan Documents upon foreclosure thereof or other acquisition, and to maximize recovery of amounts owed with respect to the Loan Agreement; and

WHEREAS, Assignor desires to assign, and Assignee desires to accept the assignment of, all of Assignor's right, title and interest in and to the Loan Agreement, the Loan and the Loan Documents.

NOW, THEREFORE, in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby sells and assigns to Assignee, and Assignee hereby accepts and purchases, all of Assignor's right, title and interest in, to and under the Loan Agreement and all other documents evidencing or securing the Loan (the "Loan Documents"), including, without limitation, those documents listed on Schedule 1 attached hereto and incorporated herein. Assignee represents to Assignor that this Assignment is being made by Assignor without any representations or warranties of any kind or nature concerning the Loan Agreement, the Loan or the Loan Documents or the creditworthiness or financial condition of Borrower.

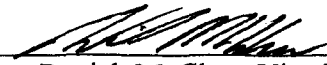
2. Miscellaneous. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

3. Counterparts. This Assignment and any amendment hereof may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument. In proving this Agreement it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first above written.

FIRST BANK, a Missouri state chartered bank

By: 
Patrick McGhee, Vice President

WBI RESOLUTION, LLC, a Missouri limited liability company

By: First Bank, a state chartered bank, sole member

By: 
Patrick McGhee, Vice President

**SCHEDULE 1
LIST OF LOAN DOCUMENTS**

1. *Loan and Security Agreement* executed and delivered by Whittaker Builders, Inc. (“**Whittaker**”), GW Land LLC, (“**Land**”), GW Lumber LLC (“**Lumber**”), and LC Title Company LLC (“**Title**”) in favor of First Bank, dated August 28, 2003.

REDACTED

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