

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Taylor Morrison, Inc.		07/13/2001	CORPORATION: DELAWARE
Morrison Homes, Inc.		07/13/2001	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, As Collateral Agent		
Street Address:	One Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3861267	TAYLOR MORRISON	
Registration Number:	2807840	TAYLOR WOODROW	
Registration Number:	2856782		
Registration Number:	2970371	INSPIRED BY YOU	
Registration Number:	3592465	HOMES INSPIRED BY YOU	
Registration Number:	1768891	MORRISON HOMES	
Registration Number:	3183581	MORRISON HOMES	
Registration Number:	3180812	M	
Registration Number:	3004670	MFS TITLE	
Registration Number:	3087648	THE CENTRAL VALLEY'S BEST NEW HOME ADDRESS	
CORRESPONDENCE DATA			
Fax Number:	(866)826-5420		
Phone:	3016380511		

OP \$265.00 3861267

900204466

TRADEMARK  
 REEL: 004640 FRAME: 0547

Email: ipresearchplus@comcast.net

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: Attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:

37424

NAME OF SUBMITTER:

Penelope J.A. Agodoa

Signature:

/pja/

Date:

10/12/2011

Total Attachments: 12

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## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

TAYLOR MORRISON, INC.

- ☐ Individual(s)      ☐ Association  
☐ General Partnership      ☐ Limited Partnership  
☒ Corporation- State: DE  
☐ Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached? ☒ Yes ☐ No

### 3. Nature of conveyance /Execution Date(s) :

Execution Date(s) JULY 13, 2011

- ☐ Assignment      ☐ Merger  
☒ Security Agreement      ☐ Change of Name  
☐ Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: CREDIT SUISSE AG, AS COLLATERAL AGENT

Internal

Address: \_\_\_\_\_

Street Address: ONE MADISON AVENUE

City: NEW YORK

State: NY

Country: U.S.      Zip: 10010

- ☐ Association      Citizenship \_\_\_\_\_  
☐ General Partnership      Citizenship \_\_\_\_\_  
☐ Limited Partnership      Citizenship \_\_\_\_\_  
☐ Corporation      Citizenship \_\_\_\_\_

☒ Other BANK      Citizenship SWITZERLAND

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)  
SEE ATTACHED SCHEDULE A.

B. Trademark Registration No.(s)  
SEE ATTACHED SCHEDULE A.

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: IP Research Plus

Internal Address: \_\_\_\_\_

Attn: Penelope J.A. Agodoa

Street Address: \_\_\_\_\_

21 Tadcaster Circle

City: Waldorf

State: MD      Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

### 6. Total number of applications and registrations involved:

10

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- ☐ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☐ Enclosed

### 8. Payment Information:

a. Credit Card      Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

### 9. Signature:

Alexandra Schiffrin  
Signature

OCTOBER 12, 2011

Date

ALEXANDRA SCHIFFRIN

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

12

**ADDITIONAL CONVEYING PARTY**

MORRISON HOMES, INC.  
CORPORATION – STATE: DE

## NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "**Agreement**") dated as of July 13, 2011, among each of the undersigned (each a "**Debtor**" and collectively, the "**Debtors**") and Credit Suisse AG ("**CS**"), acting in its capacity as Collateral Agent for the benefit of itself, the lenders party from time to time to the Credit Agreement (as defined herein) and certain other secured parties (the "**Collateral Agent**").

Reference is made to (a) the Credit Agreement dated as of July 13, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), by and among Taylor Woodrow Holdings (USA) Inc. (the "**U.S. Borrower**"), Monarch Corporation, an Ontario corporation, as amalgamated with Taylor Wimpey Holdings of Canada, Limited, an Ontario corporation, and with 2279154 Ontario Inc., an Ontario corporation (the "**Canadian Borrower**" and, together with the U.S. Borrower, the "**Co-Borrowers**"), TMM Holdings Limited Partnership ("**Holdings**"), Aylesbury Acquisition Parent, Inc. ("**U.S. Holdings**"), 0913741 B.C. LTD. ("**Canada Holdings**"), 0914457 B.C. LTD., a company incorporated under the laws of the province of British Columbia ("**Canada Intermediate Holdings**"), the lenders from time to time party thereto (the "**Lenders**") and CS, as Administrative Agent, Collateral Agent, Swing Line Lender and Issuing Bank and (b) the Security Agreement dated as of July 13, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among U.S. Holdings, Canada Holdings, the U.S. Borrower, the Subsidiary Guarantors and the Collateral Agent.

### SECTION 1. **Definitions; Interpretation.**

(a) **Terms Defined in Credit Agreement.** All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

(b) **Certain Defined Terms.** As used in this Agreement, the following terms shall have the following meanings:

**"Collateral"** has the meaning set forth in **Section 2.**

**"PTO"** means the United States Patent and Trademark Office.

**"UCC"** means the Uniform Commercial Code as in effect from time to time in the State of New York.

(c) **Terms Defined in UCC.** Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) **Construction.** In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any

sale, transfer or other disposition of any Collateral by any Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Credit Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

## **SECTION 2. Security Interest.**

(a) **Grant of Security Interest.** As security for the payment and performance of the Obligations, and pursuant to the terms of the Credit Agreement and the Security Agreement, each of the Debtors hereby grants to the Collateral Agent, its successors and assigns, for itself and the benefit of the other Secured Parties, a security interest in and continuing lien on all of such Debtor's right, title and interest in, to and under the following property, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "**Collateral**"):

(i) the Trademarks (as defined in the Security Agreement), including the registrations and applications referred to in Schedule A hereto (as such Schedule may be amended or supplemented from time to time) but expressly excluding any applications for any trademarks that have been filed with the PTO on the basis of an "intent-to-use" with respect to such trademark; and

(ii) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) **Continuing Security Interest.** Each of the Debtors agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 10.

## **SECTION 3. Supplement to Credit Agreement and Security Agreement.**

This Agreement has been entered into in conjunction with the security interests granted to the Collateral Agent under the Credit Agreement, the Security Agreement and other Collateral Documents referred to therein. The rights and remedies of the Collateral Agent with respect to the security interests granted herein are without prejudice to, and are in addition to, those set forth in the Credit Agreement, the Security Agreement and any other Collateral Documents referred to therein, all terms and provisions of which are incorporated herein by reference.

**SECTION 4. Representations and Warranties.**

Each of the Debtors represents and warrants to the Collateral Agent that a true and correct list of all of the existing Collateral consisting of U.S. Trademarks that are material to the business of each such Debtor, as of the Effective Date, is set forth in Schedule A.

**SECTION 5. Further Acts.**

To the extent required by the Security Agreement on a continuing basis, each of the Debtors shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be reasonably requested by the Collateral Agent to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure such Debtor's compliance with this Agreement and the other Collateral Documents or to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder or under the other Collateral Documents with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. The Collateral Agent may record this Agreement, an abstract thereof, or any other document describing the Collateral Agent's interest in the Collateral with the PTO, at the expense of the Debtors. In addition, each of the Debtors authorizes the Collateral Agent to file financing statements describing the Collateral in any UCC filing office deemed appropriate by the Collateral Agent, at the expense of the Debtors.

**SECTION 6. Binding Effect.**

This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Debtors, the Collateral Agent and their respective successors and assigns. No Debtor may assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Credit Agreement.

**SECTION 7. Governing Law.**

This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than the State of New York.

**SECTION 8. Entire Agreement; Amendment.**

This Agreement, the Credit Agreement and the other Loan Documents, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by

the written agreement of the parties, as provided in the Credit Agreement. To the extent that any provision of this Agreement conflicts with any provision of the Credit Agreement or any other Collateral Document, the provision giving the Collateral Agent greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to the Collateral Agent under the Credit Agreement and the Security Agreement.

**SECTION 9. Counterparts.**

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or electronic transmission shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile or electronic transmission shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

**SECTION 10. Termination.**

(a) Upon the irrevocable payment in full and discharge of all Obligations (other than contingent indemnification obligations, Hedge Obligations under Secured Hedge Agreements or Cash Management Obligations, in each case, not then due and payable) and the cancellation or expiration of all Letters of Credit (or the making of other arrangements with respect to such Letters of Credit reasonably satisfactory to the Administrative Agent and each relevant Issuing Bank), the security interests created by this Agreement shall terminate, all rights to the Collateral shall revert to each Debtor, and the Collateral Agent (at the Debtors' expense) shall promptly execute and deliver to the Debtors such documents and instruments reasonably requested by the Debtors as shall be reasonably necessary to evidence termination of all such security interests given by any Debtor to the Collateral Agent hereunder, including cancellation of this Agreement by written notice from the Collateral Agent to the PTO.

(b) A Debtor that is a Subsidiary Guarantor shall automatically be released from its obligations hereunder and the security interest in the Collateral of such Debtor shall be automatically released upon the consummation of any transaction permitted by the Credit Agreement, as a result of which such Debtor ceases to be a Domestic Subsidiary of any Loan Party. Upon any sale, disposition or other transfer (other than by lease or license) by any Debtor of any Collateral that is permitted under the Credit Agreement, or upon the effectiveness of any written consent to the release of the security interest granted hereby in any Collateral pursuant to the terms of subsection 10.5 of the Credit Agreement on or after the Effective Date, the security interest in such Collateral shall be automatically released and such Collateral sold free and clear of the Lien and security interests created hereby. In connection with any termination or release pursuant to the preceding two sentences, the Collateral Agent shall execute and deliver to any Debtor, at such



Debtor's expense, all documents that such Debtor shall reasonably request to evidence such termination or release.

**SECTION 11. No Inconsistent Requirements.**

Each of the Debtors acknowledges that this Agreement and the other Loan Documents, documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and each of the Debtors agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

**SECTION 12. Severability.**

If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

**SECTION 13. Notices.**

All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Credit Agreement.

[Signature pages follow]

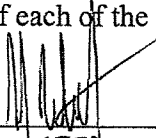
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

**"DEBTORS":**

**TAYLOR WOODROW HOLDINGS (USA), INC.  
TAYLOR MORRISON, INC.  
TAYLOR MORRISON SERVICES, INC.  
TAYLOR WOODROW COMMUNITIES AT  
PORTICO, L.L.C.  
TAYLOR WOODROW COMMUNITIES AT ST.  
JOHNS FOREST, L.L.C.**

On behalf of each of the above named entities,

By:

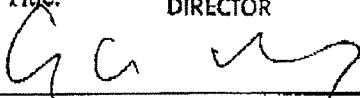
  
Name: STEPHEN J WETHOR  
Title: VICE PRESIDENT

**"COLLATERAL AGENT":**

**CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH,  
as Collateral Agent**

By: 

Name: **BILL O'DALY**  
Title: **DIRECTOR**

By: 

Name:  
Title: **Christopher Reo Day**  
**Vice President**

Signature page to Trademark Security Agreement


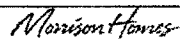
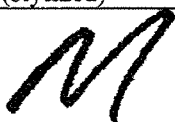
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**TRADEMARK**  
**REEL: 004640 FRAME: 0557**


**SCHEDULE A**  
to the Trademark Security Agreement

**U.S. Trademarks of Debtors**

Federal Registrations

Mark	Original Listed Owner	App./ Reg. Number	Filing / Reg. Date
TAYLOR MORRISON	Taylor Morrison, Inc.	77/347,667 3,861,267	12/10/2007 10/12/10
TAYLOR WOODROW	Taylor Morrison, Inc.	76/375,084 2,807,840	02/26/2002 01/27/2004
 4-Man Logo (design only)	Taylor Morrison, Inc.	78/134,813 2,856,782	06/11/2002 06/22/2004
INSPIRED BY YOU	Taylor Morrison, Inc.	78/398,498 2,970,371	04/08/2004 07/19/2005
HOMES INSPIRED BY YOU	Taylor Morrison, Inc.	77/333,313 3,592,465	11/19/2007 03/17/2009
MORRISON HOMES	Morrison Homes, Inc.	74/302,199 1,768,891	08/07/1992 05/04/1993
 MORRISON HOMES (stylized)	Morrison Homes, Inc.	78/799,056 3,183,581	1/25/2006 12/12/2006
 M logo	Morrison Homes, Inc.	78/799,031 3,180,812	1/25/2006 12/05/2006
MFS TITLE	Morrison Homes, Inc.	76/318,965 3,004,670	09/28/2001 10/04/2005
THE CENTRAL VALLEY'S BEST NEW HOME ADDRESS	Morrison Homes, Inc.	78/634,038 3,087,648	05/21/2005 05/02/2006

State Registrations

	State	Mark	Classes	Listed Owner	Reg. No	Renewal Deadline
FL		PORTICO (stylized) 	35, 36, 41 and 43	Taylor Woodrow Communities at Portico, LLC	T05000000115	01/25/2015
AZ		INSPIRED BY YOU	37	Taylor Woodrow, Inc.	48957	09/01/2014
FL		ST. JOHNS FOREST	35, 36, 37, 41 and 43	Taylor Woodrow Communities at St. Johns Forest, LLC	T02000000025 81	05/22/2012

**Pending U.S. Trademark Applications of Debtor**

None.