

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Trendmaker Homes, Inc.		04/12/2012	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
Name:	CCR Texas Holdings LP		
Street Address:	5005 Riverway Drive		
Internal Address:	Suite 500		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	3822713	CROSS CREEK RANCH	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	7133084001		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	713-308-0103		
Email:	Trademarks@arlaw.com		
Correspondent Name:	Stephen R. Lewis		
Address Line 1:	1221 McKinney Street		
Address Line 2:	Suite 4400		
Address Line 4:	Houston, TEXAS 77010		
ATTORNEY DOCKET NUMBER:	13713-1		
NAME OF SUBMITTER:	Stephen R. Lewis		
Signature:	/Stephen R. Lewis/		

CH \$40.00 3822713

Date:

05/23/2012

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "Assignment") dated as of April 12, 2012 (the "Effective Date"), by and between **TRENDAKER HOMES, INC.**, a Texas corporation ("Assignor"), and **CCR TEXAS HOLDINGS LP**, a Delaware limited partnership ("Assignee").

**WHEREAS**, Assignor and Assignee, successor-by-assignment to The Johnson Development Corp., have entered into that certain Purchase and Sale Agreement dated as of December 30, 2011 (the "Purchase and Sale Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor the Assets, and Assignee has agreed to assume from Assignor the Assumed Liabilities;

**WHEREAS**, Assignor owns certain rights, title and interest in the trademark described on Schedule A attached hereto, and the good will associated therewith (collectively, the "Trademark");

**WHEREAS**, Assignee wishes to acquire the Trademark from the Assignor;

**NOW, THEREFORE**, for and in consideration of the premises and mutual covenants contained herein and the Purchase and Sale Agreement, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

**SECTION 1. Conveyance.** Assignor hereby assigns to Assignee the Trademark.

**SECTION 2. No Representations and Warranties.** **EXCEPT AS MAY EXPRESSLY BE SET FORTH IN THIS AGREEMENT OR THE PURCHASE AND SALE AGREEMENT, ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE ASSIGNMENT OR THE TRADEMARK TO BE ASSIGNED IN ACCORDANCE WITH THIS AGREEMENT, AND THE TRADEMARK SHALL BE ASSIGNED ON AN "AS IS, WHERE IS" BASIS, AND ALL IMPLIED WARRANTIES AS TO NON-INFRINGEMENT OF THE TRADEMARK ARE HEREBY EXPRESSLY DISCLAIMED, AND (C) NONE OF THE PARTIES HERETO OR ANY OTHER PERSON MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO ANY INFORMATION, DOCUMENTS OR MATERIAL MADE AVAILABLE IN CONNECTION WITH THE ENTERING INTO OF THIS AGREEMENT, THE PURCHASE AND SALE AGREEMENT, ANCILLARY AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.**

**SECTION 3. Amendments.** This Agreement may be amended, modified, superseded or canceled and any of the terms, covenants or conditions hereof may be waived only by an instrument in writing signed by each of the parties hereto or, in the case of a waiver, by or on behalf of the party waiving compliance.

**SECTION 4. Severability; Enforcement.** The invalidity of any portion of this Agreement shall not affect the validity, force or effect of the remaining portions hereof. If it is

ever held that any restriction hereunder is too broad to permit enforcement of such restriction to its fullest extent, each party agrees that a court of competent jurisdiction may enforce such restriction to the maximum extent permitted by law, and each party hereby consents and agrees that such scope may be judicially modified accordingly in any proceeding brought to enforce such restriction.

**SECTION 5. Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered, in person, by facsimile or by electronic image scan, receipt acknowledged in each case, to the other party hereto.

**SECTION 6. Governing Law.** This Agreement and any disputes arising under or related hereto (whether for breach of contract, tortious conduct or otherwise) shall be governed and construed in accordance with the laws of the State of Texas, without reference to its conflicts of law principles.

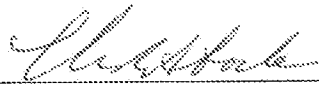
**SECTION 7. Jurisdiction.** Each party irrevocably agrees that any legal action, suit or proceeding against them arising out of or in connection with this Agreement or the transactions contemplated by this Agreement or disputes relating hereto (whether for breach of contract, tortious conduct or otherwise) shall be brought exclusively in the United States District Court for the Southern District of Texas, or, if such court does not have subject matter jurisdiction, the state courts of Texas located in Harris County and hereby irrevocably accepts and submits to the exclusive jurisdiction and venue of the aforesaid courts in personam, with respect to any such action, suit or proceeding.

**(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the date first set forth above.

**ASSIGNOR:**

**TRENDMAKER HOMES, INC.,**  
a Texas corporation

By:   
Thomas R. Stocks, Chief Investment Officer

**ASSIGNEE:**

**CCR TEXAS HOLDINGS LP,**  
a Delaware limited partnership

By: Johnson/CCR GP, LLC,  
a Texas limited liability company,  
its sole general partner

By: \_\_\_\_\_  
Larry D. Johnson, Manager

SIGNATURE PAGE  
TO  
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**SCHEDULE "A"**

1. Service mark "Cross Creek Ranch", issued by the United States Patent and Trademark Office on July 20, 2010, under registration number 3822713.