

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	TOUSA Delaware, Inc., Debtor in Possession		06/15/2009	CORPORATION: DELAWARE
	Newmark Homes, L.P., Debtor in Possession		06/15/2009	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA				
Name:	Newmark Homes Houston LLC			
Street Address:	10455 Briar Forest, Suite 200			
City:	Houston			
State/Country:	TEXAS			
Postal Code:	77042			
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS			
PROPERTY NUMBERS Total: 3				
	Property Type	Number	Word Mark	
	Registration Number:	3372621	FEDRICK, HARRIS ESTATE HOMES	
	Registration Number:	2178245	NEWMARK	
	Registration Number:	3251411	N NEWMARK HOMES	
CORRESPONDENCE DATA				
Fax Number:	7139667225			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	713-966-7200			
Email:	iwade@mlhs.net			
Correspondent Name:	Ingrid U. Wade			
Address Line 1:	1980 Post Oak Boulevard, Suite 700			
Address Line 4:	Houston, TEXAS 77056			
NAME OF SUBMITTER:	Ingrid U. Wade			

OP \$90.00 3372621

Signature:	/IUW/
Date:	09/10/2012
Total Attachments: 5 source=Assignment of IP#page1.tif source=Assignment of IP#page2.tif source=Assignment of IP#page3.tif source=Assignment of IP#page4.tif source=Assignment of IP#page5.tif	

ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY (this "Assignment") is entered into to be effective as of the Effective Date (as defined below), by and among **TOUSA Delaware, Inc.**, a Delaware corporation, Debtor in Possession ("TOUSA Delaware"), **Newmark Homes, L.P.**, a Texas limited partnership, Debtor in Possession ("Newmark"), each of TOUSA Delaware and Newmark being sometimes referred to herein as an "Assignor" and collectively as "Assignors", and **Newmark Homes Houston LLC**, a Texas limited liability company formerly known as Moody Fedrick Holdings, LLC ("Assignee"). Capitalized terms used herein and not otherwise defined herein have the meanings given such terms in the Purchase Agreement (as defined below).

1. Reference to Purchase Agreement. Reference is made to that certain Agreement for Purchase and Sale of Assets and Contracts made and entered into as of May 13th, 2009, as amended by First Amendment to Agreement for Purchase and Sale of Assets and Contracts dated effective as of May 21, 2009 (collectively, the "Purchase Agreement"), by and between Newmark and Assignee, pursuant to which certain intellectual property assets as set forth on Exhibit A hereto (the "Intellectual Property") owned by either Newmark or TOUSA Delaware, as applicable, are to be assigned to Assignee. TOUSA Delaware, as an affiliate of Newmark, will benefit from the sale of Assets, including the Intellectual Property, to be transferred to Assignee pursuant to the Purchase Agreement.

2. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor grants, sells, conveys, transfers and assigns unto Assignee all of such Assignor's right, title and interest throughout the world in and to the Intellectual Property, along with the rights to police, monitor and enforce the Intellectual Property against any and all past infringements, and to sue for and recover damages and profits for past infringements thereof, together with any and all further privileges throughout the world to establish use, ownership, and or/ registration thereof (collectively, the "Assigned Interests").

3. Affirmative Acts. Each Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all such Assignor's rights, title, and interest in and to the Intellectual Property in the Assignee and/or provide evidence to support any of the foregoing in the event such evidence is deemed reasonably necessary by the Assignee, to the extent such evidence is in the possession or control of such Assignor. Each Assignor agrees to cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to the Intellectual Property, at Assignee's expense.

4. Assumption. Assignee accepts the foregoing assignment and assumes, from and after the date hereof, all of each Assignor's obligations with respect to the

Assigned Interests arising from and after the date hereof and agrees to be bound by all of the terms and conditions of the Assigned Interests, and Assignee further agrees that, as between such Assignors and Assignee, Assignee shall be responsible for any filings, fees or payments which may be required, due or payable in connection with any completion, extension or renewal of the terms of any Assigned Interests from and after the date hereof.

6. Limited License Back to Newmark. In order to allow Newmark to wind-down certain of its operations, Assignee hereby grants the following limited, non-exclusive licenses: (i) for a period not to exceed twelve (12) months following the Closing, Newmark may continue to use the trademarks and names set forth on Exhibit A hereto and (ii) until December 31, 2009, Newmark may maintain the Newmark Austin division website and the Newmark Nashville division website (collectively, the "Websites"). Assignee and Newmark agree that Assignee shall use its best efforts to assure that any inquiries directed to such Websites shall be electronically routed as directed by Assignor through email or (if available) the Builder 1440 technology; provided however, Assignee shall have no liability for any failure of such routing, unless caused by the gross negligence or intentional acts of Assignee.

7. Miscellaneous.

(a) The section headings used herein are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Assignment.

(b) This Assignment shall be governed by and construed in accordance with the laws of the State of Texas.

(c) This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

(d) For all purposes under this Assignment, the term "Effective Date" shall mean that date, if any, on which the Closing contemplated by the Purchase Agreement occurs.

(e) In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern as between the parties.

(f) Each of the parties represents and warrants that the individual executing this Assignment on its behalf is duly authorized to sign and deliver this Assignment, and that this Assignment is binding upon each such party in accordance with its terms.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

ASSIGNORS:

Newmark Homes, L.P., a Texas limited partnership,
Debtor in Possession

By: TOUSA Homes, Inc., its general partner,
Debtor in Possession

By: Paul Berkowitz
Paul Berkowitz, Executive Vice President

TOUSA Delaware, Inc., a Delaware corporation,
Debtor in Possession

By: Paul Berkowitz
Name: Paul Berkowitz
Title: Exec Vice Pres

ASSIGNEE:

Newmark Homes Houston LLC, a Texas limited
liability company

By: Michael M. Moody
Michael M. Moody, President

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

ASSIGNORS:

Newmark Homes, L.P., a Texas limited partnership,
Debtor in Possession

By: TOUSA Homes, Inc., its general partner,
Debtor in Possession

By: _____
Paul Berkowitz, Executive Vice President

TOUSA Delaware, Inc., a Delaware corporation,
Debtor in Possession

By: _____
Name: _____
Title: _____

ASSIGNEE:

Newmark Homes Houston LLC, a Texas limited
liability company

By:  _____
Michael M. Moody, President

EXHIBIT A

Intellectual Property

Trademarks:

TMD	Registered Owner	Country	Trademark	App No /App date	Reg No/ Reg Date
055697-012500-US/10	TOUSA Delaware, Inc.	United States of America	FEDRICK HARRIS	77/201,934 08-Jun-2007	
055697-012500-US/21	TOUSA Delaware, Inc.	United States of America	FEDRICK HARRIS	77/201,926 08-Jun-2007	
055697-012500-US/30	TOUSA Delaware, Inc.	United States of America	FEDRICK, HARRIS ESTATE HOMES	77/192,322 29-May-2007	3,372,621 22-Jan-08
055697-012500-US/11	TOUSA Delaware, Inc.	United States of America	NEWMARK	75/296,277 22-May-97	2,178,245 04-Aug-1998
055697-012500-US/27	TOUSA Delaware, Inc.	United States of America	NEWMARK HOMES (Stylized and/or with Design)	78/921,084 30-Jun-2006	3,251,411 12-Jun-2007

Websites:

www.newmarkhomes.com
newmarkhomeshouston.com
fedrickharris.com

All trademark, service mark and other proprietary rights related to the names "Newmark Homes" and "Fedrick, Harris Estate Homes."