

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/24/2009

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NVH Parent, LLC		12/24/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	NVH WIP LLLP
Trading As:	Village Homes
Street Address:	11777 San Vicente Blvd.
Internal Address:	Suite 900
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90049
Entity Type:	LIMITED LIABILITY LIMITED PARTNERSHIP: COLORADO

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3298012	VILLAGE HOMES
Registration Number:	2746225	VILLAGE OF FIVE PARKS
Registration Number:	2740732	OBSERVATORY VILLAGE
Registration Number:	2655479	THE PLACE YOU WANT TO BE
Registration Number:	3637133	VILLAGE HOMES
Registration Number:	2124648	THE VILLAGE TOUCH
Registration Number:	2235564	VILLAGE HOMES
Serial Number:	85595054	VILLAGE HOMES REALTY

CORRESPONDENCE DATA

Fax Number:	3038931379
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Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 303-892-7353
Email: pantea.garroussi@dgsllaw.com
Correspondent Name: Pantea Garroussi
Address Line 1: 1550 17th Street
Address Line 2: Suite 500
Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	140766-0001
NAME OF SUBMITTER:	Pantea Garroussi
Signature:	/Pantea Garroussi/
Date:	11/13/2012

Total Attachments: 4
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**GENERAL ASSIGNMENT
(Development Property)**

This General Assignment (the "**Assignment**") is made effective as of the 24th day of December, 2009, by and between NVH PARENT, LLC, a Delaware limited liability company ("**Assignor**"), and NVH WIP LLLP, a Colorado limited liability limited partnership, dba Village Homes ("**Assignee**").

RECITALS

A. On December 23, 2009, Assignor acquired from Village Homes of Colorado, Inc., debtor-in-possession, a Colorado corporation ("**Prior Village**"), real property (the "**Village Portfolio**") in accordance with the terms of a Purchase and Sale Agreement dated November 16, 2009, between Prior Village and Assignor's predecessor-in-interest, Lowe Enterprises Real Estate Group – Central Inc., a Colorado corporation (the "**Purchase Agreement**"), and an Order Granting Motion and Supplemental Motion for Authority to Sell All Assets entered on November entered November 10, 2009, in the United States Bankruptcy Court for the District of Colorado (Case No. 08-27714). Concurrently therewith, Prior Village assigned to Assignor contract and intangible rights associated with the Village Portfolio, pursuant to the terms of a General Assignment from Prior Village to Assignor dated December 23, 2009.

B. Assignor has conveyed, or shall convey shortly after the date first set forth above, to Assignee a portion of the Village Portfolio consisting of all of the "**WIP Properties**" (as such term is defined in the Purchase Agreement) owned by Assignor as of such date, as more particularly described on Exhibit A-1 attached hereto (the "**WIP Properties**"). In connection with such conveyance, Assignor assigned to Assignee (1) all contracts for the sale of the WIP Properties, including all deposits thereunder (the "**Sale Agreements**"), (2) all rights, benefits and interests related to or arising out of the Prior Unliened Costs (as such term is defined in the Purchase Agreement) related to the WIP Properties, and (3) any other rights of Assignor in the WIP Properties to the extent necessary to carry out Assignor's rights and obligations under the Sale Agreements.

C. On the date first set forth above, Assignor has conveyed to (1) NVH INV, LLC, a Delaware limited liability company ("**NVH INV**"), a portion of the Village Portfolio consisting of "**Lots and Land**" (as such term is defined in the Purchase Agreement) that NVH INV intends to hold for future appreciation, which properties are more particularly described on Exhibit A-2 attached hereto (the "**Investment Lots**"), and (2) Assignee the remaining portion of the Village Portfolio consisting of "**Lots and Land**" that Assignee intends to either develop or market for sale, which properties are more particularly described on Exhibit A-3 attached hereto (the "**Development Lots**").

D. The WIP Properties owned by Assignee as of the date hereof and the Development Lots are referred to herein as the "**Development Property**".

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

1. **Assignment of Rights.** Assignor does hereby sell, transfer, assign, convey and deliver to Assignee, and Assignee does hereby assume from Assignor, 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 related to the Development Property 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 Development 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 Development Property and any other contract, intangible or other property rights described in Section 1.1.1(h) of the Agreement;

(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 Development 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) 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 Development 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 Development Property, including without limitation those contracts described on Exhibits D-1 and D-2 attached hereto;

(h) 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;

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

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

(k) 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. Investment Lots. Notwithstanding the generality of Section 1, above, the Assignment Rights shall not include any of the categories listed in Section 1 to the extent the same relates to the Investment Lots, and all contract and intangible rights associated with the Investment Lots shall be conveyed by Assignor to NVH INV pursuant to a separate assignment instrument of even date herewith.

3. 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.

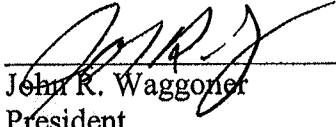
IN WITNESS WHEREOF, Assignor and Assignee have each set their hands hereto as of the date first above written.

[See attached page for signature.]

ASSIGNOR:

NVH Parent, LLC,
a Delaware limited liability company

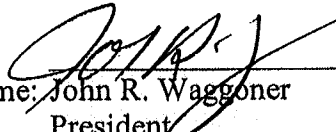
By: Lowe Enterprises Real Estate Group –
Central, Inc., a Colorado corporation
Its: Manager

By: 
Name: John R. Waggoner
Its: President

ASSIGNEE:

NVH WIP LLLP,
a Colorado limited liability limited partnership,
dba Village Homes

By: NVHDEV-GP, Inc.,
a Delaware corporation
Its: General Partner

By: 
Name: John R. Waggoner
Its: President