

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Centex Corporation		01/13/2014	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Association of Apartment Owners of Hali'i Kai		
Street Address:	69-1029 Nawahine Place		
City:	Waikoloa		
State/Country:	HAWAII		
Postal Code:	96738		
Entity Type:	UNINC. ASSOCIATION: HAWAII		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3415678	HALI'I KAI	
CORRESPONDENCE DATA			
Fax Number:	2482922910		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	248-292-2920		
Email:	tmmail@patentco.com		
Correspondent Name:	Rebecca L. Wilson		
Address Line 1:	29 W. Lawrence Street		
Address Line 2:	Suite 210		
Address Line 4:	Pontiac, MICHIGAN 48342		
ATTORNEY DOCKET NUMBER:	1297D-078		
NAME OF SUBMITTER:	Rebecca L. Wilson		
Signature:	/Rebecca L. Wilson/		

Date:

01/14/2014

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is by and between CENTEX CORPORATION, a Nevada corporation, having a place of business at 100 Bloomfield Hills Parkway, Suite 300 in Bloomfield Hills, Michigan 48304 (hereinafter "ASSIGNOR"), and ASSOCIATION OF APARTMENT OWNERS OF HALI'I KAI, a Hawaii nonprofit corporation, having a place of business at 69-1029 Nawahine Place, Waikoloa, Hawaii 96738 (hereinafter "ASSIGNEE").

WHEREAS, ASSIGNOR is the registrant of U.S. Reg. No. 3,415,678 for the mark HALI'I KAI attached hereto as Exhibit A ("the Mark"); and

WHEREAS, ASSIGNEE has requested that ASSIGNOR assign any ownership interest that ASSIGNOR may possess in and to the Mark and the corresponding registration.

NOW THEREFORE, in view of the mutual covenants exchanged herein, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree that:

1. ASSIGNMENT

ASSIGNOR hereby assigns to ASSIGNEE any right, title and interest it may have in the Mark and U.S. Reg. No. 3,415,678, together with the goodwill, if any, of the business connected with and symbolized by the Mark.

2. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

This assignment is provided without warranties or representations of any kind whether express or implied, it being specifically understood by ASSIGNEE that the assignment in Section 1 is strictly and in all respects made on an "AS-IS" basis. ASSIGNOR makes no representations and warranties regarding ownership, title, validity, registrability, registration status, priority, enforceability, or non-infringement, and any such implied representations and warranties are expressly disclaimed. Any warranty of merchantability or suitability or fitness for a particular purpose is specifically disclaimed, whether or not ASSIGNOR has been made aware of any such purpose.

3. INDEMNITY AND RELEASE

ASSIGNEE agrees to indemnify ASSIGNOR, its parent, affiliates, subsidiaries, officers, directors, employees, agents, successors, heirs and assigns, and to defend and hold each of them harmless from and against any and all claims, demands, liabilities, causes of action, judgments, costs and expenses (including without limitation attorneys' fees) arising from, asserted in connection with, or relating in any way to (a) this Agreement or

the subject matter hereof or (b) ASSIGNEE'S ownership, use, or enforcement of the Mark. ASSIGNEE, on behalf of itself and any affiliates, subsidiaries, officers, directors, employees, agents, successors, heirs and assigns, and all persons claiming by and through it, forever releases, waives, and discharges ASSIGNOR, and its parent, affiliates, subsidiaries, officers, directors, employees, agents, successors, and assigns, of, from, and against any and all claims, demands, liabilities, and causes of action whether now known or unknown and regardless of when arising, which ASSIGNEE, or any person claiming or purporting to claim by or through it, has, had or may in the future have arising from or relating to (a) this Agreement or the subject matter hereof or (b) ASSIGNEE'S ownership, use, or enforcement of the Mark.

4. EXPENSES AND MAINTENANCE

ASSIGNOR shall not be responsible for any costs, expenses or necessary maintenance with respect to the Mark or U.S. Reg. No. 3,415,678 whether incurred or arising before or after the date of execution of this Assignment by the ASSIGNOR. ASSIGNEE shall bear the burden and expense of the recordation of this Assignment with the U.S. Patent & Trademark Office. ASSIGNOR offers no assurance or guaranty the Assignment will be accepted for recordation. It shall be the ASSIGNEE'S sole responsibility to prepare, file, record, and submit required documents and payments subsequent to the recordation of this Assignment before the U.S. Patent & Trademark Office, including, without limitation, the required Declaration of Continued Use for U.S. Reg. No. 3,415,678 which has a deadline to be filed before the U.S. Patent & Trademark Office on or before April 22, 2014, as well as subsequent renewal payments and filings that will be required, from time to time, to maintain U.S. Reg. No. 3,415,678.

5. SEVERABILITY

The recitals to this Assignment are part of the Assignment. If any part of this Assignment is held void, the remaining parts will not be affected.

6. WAIVER

Any waiver of a breach by either party shall not be waiver of any subsequent breach.

7. MODIFICATIONS

This Assignment may be changed only by written amendment signed by both parties.

8. SUCCESSORS AND ASSIGNS

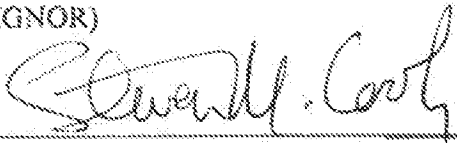
This Assignment shall inure to and be binding upon the parties and their successors and assigns.

9. DUE DILIGENCE

ASSIGNEE has engaged in the entire due diligence effort it deems appropriate and has not relied on representations or statements of ASSIGNOR.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date written below.

CENTEX CORPORATION
(ASSIGNOR)

By: 
(signature)

Name: STEVEN M. COOK
(printed)

Title: SVP & GENERAL COUNSEL

Date: 01.13.14

ASSOCIATION OF APARTMENT OWNERS OF HALI'I KAI
(ASSIGNEE)

By: 
(signature)

Name: George Riggan, Jr.
(printed)

Title: AOAO President

Date: 01/13/2014

EXHIBIT A

Int. Cl.: 37

Prior U.S. Cls.: 100, 103, and 106

United States Patent and Trademark Office

Reg. No. 3,415,678

Registered Apr. 23, 2008

SERVICE MARK
PRINCIPAL REGISTER

HALI' I KAI

CENTEX CORPORATION (NEVADA CORPORATION)
2725 N. HARWOOD
DALLAS, TX 75228

FOR DEVELOPMENT AND CONSTRUCTION OF
RESIDENTIAL, SECOND-HOME AND RESORT
COMMUNITIES, AND RELATED AMENITIES
AND FACILITIES FOR THE AFORESAID COMMU-
NITIES, IN CLASS 37 (U.S. CLS. 100, 103 AND 106).

FIRST USE 12/12/2006; IN COMMERCE 12/12/2006.

THE MARK CONSISTS OF STANDARD CHAR-
ACTERS WITHOUT CLAIM TO ANY PARTICULAR
FONT, STYLE, SIZE, OR COLOR.

THE ENGLISH TRANSLATION OF "HALI' I KAI"
IS "SPREADING OUT TO THE SEA".

SN 78-4211008, FILED 5/2/08.

ALYSSA PALADINO, EXAMINING ATTORNEY

TRADEMARK

RECORDED: 01/14/2014

REEL: 005192 FRAME: 0218