

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM599666

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900567248		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Meritage Homes Corporation		09/01/2020	Corporation: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Phillips Builders, LLC		
<b>Street Address:</b>	1118 Lochland Drive		
<b>City:</b>	Gallatin		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37066		
<b>Entity Type:</b>	Limited Liability Company: TENNESSEE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4635458	PHILLIPS BUILDERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	6152444994		
<b>Email:</b>	hderrick@garm.com		
<b>Correspondent Name:</b>	Gullett Sanford Robinson & Martin, PLLC		
<b>Address Line 1:</b>	150 Third Avenue South		
<b>Address Line 2:</b>	Suite 1700		
<b>Address Line 4:</b>	Nashville, TENNESSEE 37201		
<b>NAME OF SUBMITTER:</b>	Heather A. Derrick		
<b>SIGNATURE:</b>	/Heather A. Derrick/		
<b>DATE SIGNED:</b>	09/25/2020		
<b>Total Attachments: 3</b>			
source=Executed_Trademark_Assignment_Agreement#page1.tif			
source=Executed_Trademark_Assignment_Agreement#page2.tif			
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## Trademark Assignment Agreement

Trademark Assignment Agreement, dated as of September 11, 2020, by Meritage Homes Corporation, a Maryland corporation ("Assignor"), in favor of Phillips Builders, LLC, a Tennessee limited liability company ("Assignee").

### WITNESSETH:

Whereas, the Assignor is required to execute and deliver this Trademark Assignment Agreement in favor of the Assignee pursuant to a Master Transaction Agreement by and among Assignor, Meritage Homes of Tennessee, Inc., Phillips Builders, LLC, E. Phillips Development, LLC, Berry Hill Investment Partners, LLC, Charles Phillips, Randall Phillips, Edward Phillips, and Assignee (together with any amendments, the "Master Transaction Agreement");

NOW, THEREFORE, in consideration of the premises other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees with the Assignee as follows:

SECTION 1. Assignment of Trademark. Assignor hereby assigns to the Assignee all of the right, title, interest, and goodwill of such Assignor in, to and under the following trademark of Assignor (collectively, "Trademark"):

Registration Number	Registration Date	Trademark
4635458	November 11, 2014	Phillips Builders

SECTION 2. Counterparts. This Trademark Assignment Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Assignment Agreement by signing and delivering one or more counterparts.

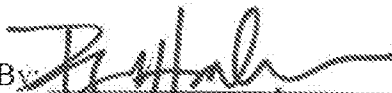
SECTION 3. Governing Law. This Trademark Assignment Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Assignment Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of Tennessee, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**ASSIGNOR:**

**MERITAGE HOMES CORPORATION**  
a Maryland corporation

By:   
Name: RYAN HAMILTON  
Title: VICE PRESIDENT - FELLOW ADVICE

Agreed to and Accepted:

**ASSIGNEE**

**PHILLIPS BUILDERS, LLC,**  
a Tennessee limited liability company

By: \_\_\_\_\_  
H. Jason Phillips, President

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**ASSIGNOR:**

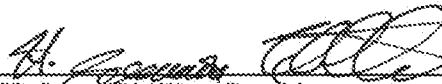
**MERITAGE HOMES CORPORATION**  
a Maryland corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreed to and Accepted:

**ASSIGNEE**

**PHILLIPS BUILDERS, LLC,**  
a Tennessee limited liability company

By:  \_\_\_\_\_  
H. Jason Phillips, President