

RECORD
5/18/04

05-21-2004



102749935

To the Honorable Assistant Secretary and (original document(s) or copy(ies) thereof.

arks: Please record the attached

1. Name of conveying party(ies):
TOUSA HOMES, INC.

Individual(s) Association

General Partnership Limited Partnership

Corporation-State Florida

Other Limited liability company

Additional name(s) of conveying party(ies) attached?

Yes or No?

2. Name and address of receiving party(ies):
Name: TOUSA Delaware, Inc.
Street Address 1007 Orange Street, Suite 1414
Wilmington, DE 19801

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation Delaware

Other

If assignee is not domiciled in the United States, a domestic Representative designation is attached: Yes or No? (Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes or No?

3. Nature of conveyance:

Assignment of Interest Merger

Security Agreement Change of Name

Execution Date: October 28, 2003

4. Application number(s) or registration number(s): Attorney Docket No.:

A. Trademark Application No.(s): _____

B. Trademark Registration No.(s) 2,178,245

Additional numbers attached? Yes or No?

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Greenberg Traurig, P.A. Attn: Manuel Valcarcel, Esq.

Internal Address: _____

Street Address: 1221 Brickell Avenue

City: Miami, State: Florida ZIP: 33131

6. Total number of applications and registrations involved: 1

7. Total fee (37 C.F.R. § 3.41).....\$40.00

Enclosed

Authorized any deficiency to be charged to deposit account

8. Deposit account Number: 50-1792

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and Signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Manuel R. Valcarcel, Esq. May 18, 2004

Name of Person Signing Signature Date

Total number of pages including cover sheet(s): 5

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information:

Mail Stop Assignment Recordation Services
Director of the United States Patent & Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C.

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment Agreement, effective as of October 28, 2003, is made by TOUSA Homes, Inc., a Florida corporation ("Assignor"), in favor of TOUSA Delaware, Inc., a Delaware corporation (the "Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to certain trademarks and trade names identified in Schedule A and the attached hereto and made a part hereof together with the goodwill symbolized thereby (the "Intellectual Property");

WHEREAS, Assignor desires to assign its right, title and interest in and to the Intellectual Property to Assignee and Assignee desires accept such assignment;

WHEREAS, Assignor and Assignee entered into that certain Contribution and Assignment Agreement, effective as of October 28, 2003, pursuant to which Assignor transferred to Assignee all right, title and interest to the Intellectual Property; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, transfers and conveys unto Assignee all right, title, and interest in and to the Intellectual Property, the same to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement and sale had not been made, together with all claims for damages by reason of past infringement of the Intellectual Property, with the right to sue for, and collect the same for its own use and behalf, and for the use and on behalf of its successors, assigns or other legal representatives of Assignee.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed by its

duly authorized officer on the day and year first above written.

ASSIGNOR:

TOUSA HOMES, INC.

By: 

Patricia M. Petersen
Secretary

SCHEDULE A
TO
INTELLECTUAL PROPERTY ASSIGNMENT

SCHEDULE OF INTELLECTUAL PROPERTY

[See Attached]

SCHEDULE 1
TO
CONTRIBUTION AND ASSIGNMENT AGREEMENT

Tradenames:

D.S. Ware Homes
D.S. Ware Homes of Florida
Masonry Homes
Masonry Homes/Pennsylvania
Trophy Homes
James Construction Company
Newmark
Newmark Homes

Trademarks:

NEWMARK

US Registration Number 2,178,245