

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Tousa Delaware, Inc.		07/31/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Citicorp North America Inc.
<b>Street Address:</b>	388 Greenwich Street
<b>Internal Address:</b>	21st Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10013
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Registration Number:	2970031	ENGLE HOMES
Registration Number:	2823126	ENGLE HOMES, INC.
Registration Number:	3213293	EURO STYLE. CITY SMART.
Registration Number:	3206101	LUXURY. BY DESIGN.
Registration Number:	2178245	NEWMARK
Registration Number:	3251411	N NEWMARK HOMES
Registration Number:	3239492	PRICE PROTECTION PROMISE
Registration Number:	3229934	TROPHY HOMES
Registration Number:	3229935	TROPHY HOMES
Registration Number:	3090957	A FRIENDLY, FRIENDLY PLACE
Registration Number:	3197236	P
Serial Number:	77165332	
Serial Number:	78856677	BETTER LIVING. BY DESIGN.

CH \$490.00 2970031

Serial Number:	77201934	FEDRICK HARRIS
Serial Number:	77201926	FEDRICK HARRIS
Serial Number:	77192322	FEDRICK, HARRIS ESTATE HOMES
Serial Number:	78709385	NEWMARK HOMES
Serial Number:	78921217	PRICE PROTECTION PROMISE P3 ENGLE HOMES A MEMBER OF THE TOUSA FAMILY
Serial Number:	77165402	TOUSA

**CORRESPONDENCE DATA**

Fax Number: (646)710-1060  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 1 212 408 5433  
Email: bbarrera@chadbourn.com  
Correspondent Name: Dennis Hopkins  
Address Line 1: 30 Rockefeller Plaza  
Address Line 2: I.P. Department  
Address Line 4: New York, NEW YORK 10112

ATTORNEY DOCKET NUMBER:	TOUSA 3
NAME OF SUBMITTER:	Brigitte Barrera
Signature:	/Brigitte Barrera/
Date:	08/01/2007

**Total Attachments: 8**  
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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of July 31, 2007 is made by TOUSA Delaware, Inc., a Delaware corporation, located at 1007 Orange Street, Nemours Bldg., Suite 1414, Wilmington, DE 19801 (the “Company”), in favor of Citicorp North America, Inc., a Delaware corporation, as Administrative Agent (the “Administrative Agent”) for its benefit and for the ratable benefit of the Lenders pursuant to the Second Lien Term Loan Credit Agreement, dated as of July 31, 2007 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among TOUSA, INC. (“TOUSA”) and certain of its subsidiaries as Borrowers, the Lenders from time to time party thereto and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, on the date hereof, TOUSA, the Company, certain of TOUSA’s other subsidiaries as Borrowers, the Lenders and the Administrative Agent entered into the Credit Agreement pursuant to which the Lenders have agreed to make Advances to the Borrowers;

WHEREAS, in connection with the Credit Agreement, TOUSA, the Company and certain other subsidiaries of TOUSA have executed and delivered the Security Agreement, dated as of July 31, 2007 (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Company pledged and granted to the Administrative Agent for the ratable benefit of the Lenders, a security interest in all Intellectual Property of the Company, including the Trademarks of the Company; and

WHEREAS, the Company has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to guarantee the Obligations (as defined in the Credit Agreement) of the Company, the Company agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and in the Security Agreement.

Section 2. Grant of Security Interest. The Company hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to collaterally assign, transfer and convey, upon written demand delivered to the Company upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Company’s right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto)

(collectively, the “Collateral”), to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment, performance and observance of the Obligations.

Section 3. Purpose. This Agreement has been executed and delivered by the Company for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted pursuant to Section 2 hereof has been granted, and the agreement to collaterally assign, transfer and convey under Section 2 hereof has been entered into, in each case, in connection with the Security Agreement, and such grant and agreement to collaterally assign, transfer and convey are expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Company does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed signature page of this Agreement by electronic or facsimile transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Termination. The Administrative Agent shall promptly cause to be released the security interest in the Trademarks granted pursuant to this Agreement in accordance with Section 8.13 of the Security Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TOUSA DELAWARE, INC.

By: Paul Benoit  
Name: Paul Benoit  
Title: President  
Date: 07/3/07

[Second Lien Trademark Security Agreement – TOUSA Delaware, Inc.]

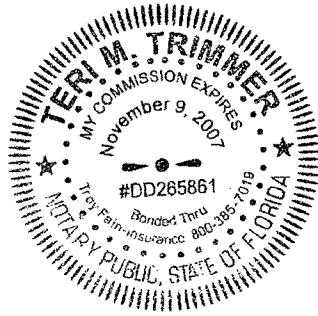
NY3 - 448392.02

TRADEMARK  
REEL: 003592 FRAME: 0723

ACKNOWLEDGMENT OF COMPANY

STATE OF Florida )  
COUNTY OF Broward )<sup>SS</sup>

Paul Benconi On the 31 day of July, 2007 before me personally came  
Paul Benconi, who is personally known to me to be the Pledgor of TOUSA Delaware,  
President Inc., a Delaware corporation; who, being duly sworn, did depose and say that he is the  
President in such corporation, the corporation described in and which  
executed the foregoing instrument; that he executed and delivered said instrument pursuant to  
authority given by the Board of Directors of such corporation; and that he acknowledged said  
instrument to be the free act and deed of said corporation.



[Signature]

Notary Public

(PLACE STAMP AND SEAL ABOVE)

[Second Lien Trademark Security Agreement – TOUSA Delaware, Inc.]

CITICORP NORTH AMERICA, INC.  
as Administrative Agent

By: M. McManus  
Name: Marni McManus  
Title: Director  
Date: July 7, 2007

[Second Lien Trademark Security Agreement – TOUSA Delaware, Inc.]

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF *New York* )  
 ) ss  
COUNTY OF *New York* )

On the 31<sup>st</sup> day of July, 2007, before me personally came MARNI M<sup>c</sup>MANUS, who is personally known to me to be the DIRECTOR of Citicorp North America, Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/~~he~~ is the DIRECTOR in such association, the association described in and which executed the foregoing instrument; that she/~~he~~ executed and delivered said instrument pursuant to authority given by the \_\_\_\_\_ of such association; and that she/~~he~~ acknowledged said instrument to be the free act and deed of said association.

*Board of Directors*

*Thomas A. Scott*  
\_\_\_\_\_  
Notary Public

THOMAS A. SCOTT  
Notary Public, State of New York  
No. 01SC4792491  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires August 31, 2009

(PLACE STAMP AND SEAL ABOVE)

[*Second Lien Trademark Security Agreement – TOUSA Delaware, Inc.*]



**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<b>Registration Number</b>	<b>Trademark</b>
SM00360243 (Nevada Registration)	TROPHY HOMES
2970031	ENGLE HOMES (stylized)
2823126	ENGLE HOMES, INC.
3213293	EURO STYLE. CITY SMART.
3206101	LUXURY BY DESIGN
2178245	NEWMARK
3251411	NEWMARK HOMES (stylized/design)
3239492	PRICE PROTECTION PROMISE
3229934	TROPHY HOMES
3229935	TROPHY HOMES (stylized/design)
E0149282005-9 (Nevada Registration)	TROPHY HOMES BUILDING TRUST
3090957	A FRIENDLY, FRIENDLY PLACE
3197236	P (stylized)
77/165,332	(Arrow) Logo
78/856,677	BETTER LIVING. BY DESIGN
77/201,934	FEDRICK HARRIS
77/201,926	FEDRICK HARRIS
77/192,322	FEDRICK HARRIS ESTATE HOMES
78/709,385	NEWMARK HOMES & Design
78/921,217	PRICE PROTECTION PROMISE P3 ENGLE HOMES A MEMBER OF

*[Second Lien Trademark Security Agreement – TOUSA Delaware, Inc.]*

	THE TOUSA FAMILY (stylized/design)
77/165,402	TOUSA and Arrow Design
76/662,329	UPSCALE AFFORDABLE

*[Second Lien Trademark Security Agreement – TOUSA Delaware, Inc.]*

NY3 - 448392.02

**RECORDED: 08/01/2007**

**TRADEMARK  
REEL: 003592 FRAME: 0728**