

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY AGREEMENT
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CONVEYING PARTY DATA	
Name	Execution Date
Dominion Homes, Inc.	03/30/2006

RECEIVING PARTY DATA	
Name:	The Huntington National Bank
Street Address:	41 South High Street
City:	Columbus
State/Country:	OHIO
Postal Code:	43215

PROPERTY NUMBERS Total: 42

Property Type	Number
Patent Number:	D490541
Patent Number:	D488236
Patent Number:	D488563
Patent Number:	D488235
Patent Number:	D512161
Patent Number:	D502997
Patent Number:	D479610
Patent Number:	D480153
Patent Number:	D514231
Patent Number:	D490540
Patent Number:	D497433
Patent Number:	D480155
Patent Number:	D479608
Patent Number:	D509595
Patent Number:	D497006

CH \$1680.00 D490541

Patent Number:	D480154
Patent Number:	D479750
Patent Number:	D490162
Patent Number:	D479337
Patent Number:	D479609
Patent Number:	D488240
Patent Number:	D455215
Patent Number:	D488562
Patent Number:	D458384
Patent Number:	D488239
Patent Number:	D457250
Patent Number:	D488237
Patent Number:	D457647
Patent Number:	D488238
Patent Number:	D464735
Application Number:	29105787
Patent Number:	D424704
Patent Number:	D424705
Patent Number:	6244003
Patent Number:	D393076
Patent Number:	D393078
Patent Number:	D395709
Patent Number:	D393725
Patent Number:	D392392
Patent Number:	D392745
Patent Number:	D390972
Patent Number:	D394318

CORRESPONDENCE DATA

Fax Number: (614)227-2100
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 614-227-2032
Email: ipdocket@porterwright.com
Correspondent Name: Laurie N. Jacques
Address Line 1: 41 South High Street, 28th Floor
Address Line 4: Columbus, OHIO 43215

ATTORNEY DOCKET NUMBER:

0266900-093780

NAME OF SUBMITTER:

Laurie N. Jacques

Total Attachments: 8

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of March ³⁰, 2006, by DOMINION HOMES, INC., an Ohio corporation (the "*Borrower*"), each of the entities listed on the signature pages hereof as grantors or that becomes a party hereto pursuant to *Section 7.10 (Additional Grantors)* of the Security Agreement referred to below (each a "*Grantor*" and, collectively, the "*Grantors*") in favor of THE HUNTINGTON NATIONAL BANK ("*Huntington*"), as Administrative Agent for the Secured Parties (as defined in the Security Agreement referred to below) (in such capacity, together with its successors in such capacity, the "*Administrative Agent*").

WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of December 3, 2003 (as amended, modified or supplemented from time to time, the "*Credit Agreement*") among the Borrower, each institution from time to time party thereto as a Lender, Huntington as issuing bank for any Letters of Credit issued thereunder and as a Lender, the Administrative Agent and the other agents party thereto, the Lenders and Huntington as issuing bank have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantors other than the Borrower are party to the Subsidiary Guaranty (as defined in the Security Agreement referred to below) pursuant to which they have guaranteed the Obligations (as defined in the Credit Agreement); and

WHEREAS, all the Grantors are party to a Security Agreement of even date herewith in favor of the Administrative Agent (the "*Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, Huntington as issuing bank and the Administrative Agent to enter into Amendment No. 4 (as defined in the Credit Agreement) and to induce the Lenders and Huntington as issuing bank to continue to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Patent Collateral*");

(a) all of its Patents and Patent Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all Proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

Section 3. Security Agreement

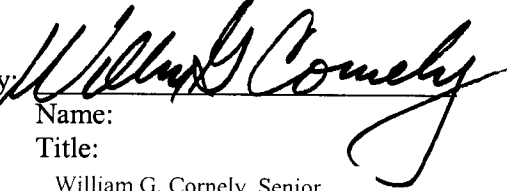
The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

DOMINION HOMES, INC.,
as Borrower and Grantor

By: 

Name:

Title:

William G. Cornely, Senior
Vice President – Finance and
Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

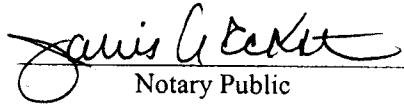
THE HUNTINGTON NATIONAL BANK,
as Administrative Agent

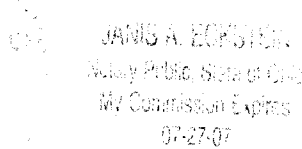
By: _____
Name:
Title:

ACKNOWLEDGEMENT OF GRANTOR

STATE OF OHIO)
) ss.
COUNTY OF FRANKLIN)

On this 29th day of March, 2006 before me personally appeared William G. Corneby, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Dominion Homes, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public


JANIS A. EGAN
Notary Public, State of Ohio
My Commission Expires
07-27-07

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

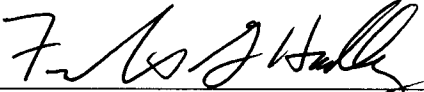
Very truly yours,

DOMINION HOMES, INC.,
as Borrower and Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

THE HUNTINGTON NATIONAL BANK,
as Administrative Agent

By: 
Name: Frederick G. Harley
Title: Senior Vice President

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations
PATENT APPLICATIONS AND REGISTRATIONS

Title	Our Ref.	Inventor	Serial No.	Filing Date	Patent No.	Issue Date	Status
Design of House Façade (Windhaven)	1091-208	Eric S. Allison	29/183,731	06/17/03	D490,541	05/25/04	Issued-expiration date 05/25/2018
Design of House Façade (Richmond)	1091-207	Eric S. Allison	29/183,733	06/17/03	D488,236	04/06/04	Issued-expiration date 04/06/2018
Design of House Façade (Hartford)	1091-206	Eric S. Allison	29/183,808	06/17/03	D488,563	04/13/04	Issued - expiration date 04/13/2018
Design of House Façade (Hampshire)	1091-205	Eric S. Allison	29/183,732	06/17/03	D488,235	04/06/04	Issued-expiration date 04/06/2018
Design of House Façade (Washington)	1091-184C	Eric S. Allison	29/213,555	09/20/04	D512,161	11/29/05	Issued - expiration date 11/29/2019
Design of House Façade (Washington)	1091-184B	Eric S. Allison	29/176,111	02/18/03	D502,997	03/15/05	Issued - expiration date 3/15/2019
Design of House Façade (Washington)	1091-184A	Eric S. Allison	29/174,048	01/09/03	D479,610	09/09/03	Issued - expiration date 09/09/2017
Design of House Façade (Washington)	1091-184	Eric S. Allison	29/171,109	11/15/02	D480,153	09/30/03	Issued - expiration date 09/30/2017
Design of House Façade (Quincy)	1091-183D	Eric S. Allison	29/213,567	09/20/04	D514,231	1/31/06	Issued - expiration date 1/31/2020
Design of House Façade (Quincy)	1091-183C	Eric S. Allison	29/176,112	02/18/03	D490,540	05/25/04	Issued - expiration date 05/25/2018
Design of House Façade (Quincy)	1091-183B	Eric S. Allison	29/176,113	02/18/03	D497,433	10/19/04	Issued-expiration date 10/19/2018
Design of House Façade (Quincy)	1091-183A	Eric S. Allison	29/174,047	01/09/03	D480,155	09/30/03	Issued - expiration date 09/30/2017
Design of House Façade (Quincy)	1091-183	Eric S. Allison	29/171,110	11/15/02	D479,608	09/09/03	Issued - expiration date 09/09/2017
Design of House Façade (Jefferson)	1091-182C	Eric S. Allison	29/213,556	09/20/04	D509,595	09/13/05	Issued - expiration date 09/13/2019
Design of House Façade (Jefferson)	1091-182B	Eric S. Allison	29/176,114	02/18/03	D497,006	10/05/04	Issued-expiration date 10/05/2018

Title	Our Ref.	Inventor	Serial No.	Filing Date	Patent No.	Issue Date	Status
Design of House Façade (Jefferson)	1091-182A	Eric S. Allison	29/174,033	01/09/03	D480,154	09/30/03	Issued - expiration date 09/30/2017
Design of House Façade (Jefferson)	1091-182	Eric S. Allison	29/171,111	11/15/02	D479,750	09/16/03	Issued - expiration date 09/16/2017
Design of House Façade (Hamilton)	1091-181B	Eric S. Allison	29/176,110	02/18/03	D490,162	05/18/04	Issued - expiration date 05/18/2018
Design of House Façade (Hamilton)	1091-181A	Eric S. Allison	29/174,049	01/09/03	D479,337	09/02/03	Issued - expiration date 09/02/2017
Design of House Façade (Hamilton)	1091-181	Eric S. Allison	29/171,112	11/15/02	D479,609	09/09/03	Issued - expiration date 09/09/2017
Design of House Façade (Revere)	1091-144B	Eric S. Allison	29/183,759	06/17/03	D488,240	04/06/04	Issued - expiration date 04/06/2018
Design of House Façade (Revere)	1091-144	Eric S. Allison	29/144,336	06/29/01	D455,215	04/02/02	Issued - expiration date 04/02/2016
Design of House Façade (Monroe)	1091-143B	Eric S. Allison	29/183,760	06/17/03	D488,562	04/13/04	Issued - expiration date 04/13/2018
Design of House Façade (Monroe)	1091-143	Eric S. Allison	29/144,358	06/29/01	D458,384	06/04/02	Issued - expiration date 06/04/2016
Design of House Façade (Madison)	1091-142B	Eric S. Allison	29/183,742	06/17/03	D488,239	04/06/04	Issued - expiration date 04/06/2018
Design of House Façade (Madison)	1091-142	Eric S. Allison	29/144,357	06/29/01	D457,250	05/14/02	Issued - expiration date 05/14/2016
Design of House Façade (Hancock)	1091-141B	Eric S. Allison	29/183,737	06/17/03	D488,237	04/06/04	Issued - expiration date 04/06/2018
Design of House Façade (Hancock)	1091-141	Eric S. Allison	29/144,334	06/29/01	D457,647	05/21/02	Issued - expiration date 05/21/2016
Design of House Façade (Adams)	1091-140B	Eric S. Allison	29/183,738	06/17/03	D488,238	04/06/04	Issued - expiration date 04/06/2018
Design of House Façade (Adams)	1091-140	Eric S. Allison	29/144,345	06/29/01	D464,735	10/22/02	Issued- expiration date 10/22/2016
Design of House Façade (Hampton)	1091-112	Eric S. Allison	29/105,787	06/02/99	D424,208	05/16/00	Issued - expiration date 05/16/2014
Design of House Façade (Fairbourne)	1091-111	Eric S. Allison	29/105,786	06/02/99	D424,704	05/09/00	Issued - expiration date 05/09/2014
Design of House Façade (Williamsburg)	1091-110	Eric S. Allison	29/105,800	06/02/99	D424,705	05/09/00	Issued - expiration date 05/09/2014

PATENT

REEL: 017435 FRAME: 0987

Title	Our Ref.	Inventor	Serial No.	Filing Date	Patent No.	Issue Date	Status
Utility Patent Application (Building Room Structure)	1091-093	Eric S. Allison	09/137,586	08/21/98	6,244,003	06/12/01	Issued - maintenance fee due beginning 6/12/2008
Design of House Façade (Farrington)	1091-012	Wm. J. Riat	29/043,219	08/29/95	D393,076	03/31/98	Issued - expiration date 03/31/2012
Design of House Façade (Ranier/Tacoma)	1091-011	Wm. J. Riat	29/040,992	06/30/95	D393,078	03/31/98	Issued - expiration date 03/31/2012
Design of House Façade (Windham)	1091-010	Wm. J. Riat	29/040,994	06/30/95	D395,709	06/30/98	Issued - expiration date 06/30/2012
Design of House Façade (Amherst)	1091-009	Wm. J. Riat	29/040,973	06/30/95	D393,725	04/21/98	Issued - expiration date 04/21/2012
Design of House Façade (Windmere)	1091-008	Wm. J. Riat	29/040,957	06/30/95	D392,392	03/17/98	Issued - expiration date 03/17/2012
Design of House Façade (Greensboro)	1091-007	Wm. J. Riat	29/040,971	06/30/95	D392,745	03/24/98	Issued - expiration date 03/24/2012
Design of House Façade (Charleston)	1091-006	Wm. J. Riat	29/040,956	06/30/95	D390,972	02/17/98	Issued - expiration date 02/17/2012
Design of Condominium Façade	1091-005	Wm. J. Riat	29/039,638	06/01/95	D394,318	05/12/98	Issued - expiration date 05/12/2012