

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ASHTON WOODS USA L.L.C.		07/06/2010	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST FSB, as Collateral Agent		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	a federal savings bank:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1614262	ASHTON WOODS HOMES	
CORRESPONDENCE DATA			
Fax Number:	(404)815-2400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-815-2231		
Email:	carolfraser@paulhastings.com		
Correspondent Name:	Carol Fraser, Corporate Paralegal		
Address Line 1:	600 Peachtree Street, NE		
Address Line 2:	Suite 2400		
Address Line 4:	Atlanta, GEORGIA 30308		
NAME OF SUBMITTER:	Carol Fraser		
Signature:	//Carol Fraser//		
Date:	07/29/2010		

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Total Attachments: 3

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NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to that certain Security Agreement dated as of July 6, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the ASHTON WOODS USA L.L.C, a Nevada limited liability company ("Grantor"), and each of Grantor's Subsidiaries party thereto, and Wilmington Trust FSB, in its capacity as administrative agent and collateral agent for the benefit of the Secured Parties (as defined therein) (in such capacity, together with any successor collateral agent, "Collateral Agent"), the undersigned Grantor has granted a continuing lien on and security interest in the Trademarks listed below to the Collateral Agent for the ratable benefit of the Secured Parties. Capitalized terms used herein without definition shall have the meaning ascribed to them in the Security Agreement.

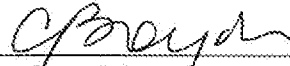
Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of July 6, 2010 (as amended, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Grantor, and certain owners and subsidiaries of Grantor party thereto, Wells Fargo Bank, National Association, as First Lien Administrative Agent (as defined in the Intercreditor Agreement) and First Lien Collateral Agent (as defined in the Intercreditor Agreement) and Wilmington Trust FSB, as Second Lien Collateral Agent (as defined in the Intercreditor Agreement). In the event of any conflict between the terms of the Intercreditor Agreement and this agreement, the terms of the Intercreditor Agreement shall govern.

TRADEMARKS

<u>Trademark No.</u>	<u>Description of Trademark Item</u>	<u>Registration Date</u>
U.S. Trademark Reg. No.: 1614262	ASHTON WOODS HOMES	September 18, 1990
Georgia Trademark Reg. No.: S13675	ASHTON WOODS HOMES	June 17, 1994

Sincerely,

ASHTON WOODS USA L.L.C., a Nevada
limited liability company, as Grantor

By: 
Name: Cory J. Boydston
Title: Chief Financial Officer

Acknowledged and Accepted:

WILMINGTON TRUST FSB, not in its individual capacity
but solely as Collateral Agent for the Secured Parties

By: _____
Name:
Title:

Acknowledged and Accepted:

WILMINGTON TRUST FSB, not in its individual capacity
but solely as Collateral Agent for the Secured Parties

By: 

Name: Renee Kuhl

Title: Assistant Vice President

Notice of Grant of Security Interest in Trademarks Signature Page

RECORDED: 07/29/2010

**TRADEMARK
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