

**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
Hammond Residential Real Estate, LLC		03/13/2009	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Saul B. Cohen
<b>Street Address:</b>	87 Hammond Street
<b>City:</b>	Newton
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02467
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES

<b>Name:</b>	Joseph B. Hare
<b>Street Address:</b>	87 Hammond Street
<b>City:</b>	Newton
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02467
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES

<b>Name:</b>	James E. Nemetz
<b>Street Address:</b>	87 Hammond Street
<b>City:</b>	Newton
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02467
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES

<b>Name:</b>	David F. Stenberg
<b>Street Address:</b>	87 Hammond Street
<b>City:</b>	Newton
<b>State/Country:</b>	MASSACHUSETTS

OP \$40.00 1963180

Postal Code:	02467
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Donna J. Scanlon
Street Address:	87 Hammond Street
City:	Newton
State/Country:	MASSACHUSETTS
Postal Code:	02467
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1963180	HAMMOND

**CORRESPONDENCE DATA**

Fax Number: (617)646-2222  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 6176462000  
 Email: cfsargent@sherin.com  
 Correspondent Name: C. Forbes Sargent III  
 Address Line 1: 101 Federal Street  
 Address Line 2: Sherin and Lodgen LLP - 30th Floor  
 Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	C. Forbes Sargent III
Signature:	/C. Forbes Sargent III/
Date:	03/18/2009

**Total Attachments: 8**

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## Collateral Assignment of Service Marks

This Collateral Assignment of Service Marks ("Assignment") made this March 13, 2009, by, between and between **HAMMOND RESIDENTIAL REAL ESTATE, LLC**, a limited liability company organized and existing under the laws of the State of Delaware and having its principal place of business at 826 Boylston Street, Brookline, Massachusetts 02467 (the "Assignor") and **SAUL B. COHEN, as agent for himself and JOSEPH H. HARE, JAMES A. NEMETZ, DAVID F. STENBERG AND DONNA J. SCANLON**, with an address at 87 Hammond Street, Newton, Massachusetts, 02467 ("Assignee").

WHEREAS, Assignor and Assignee have entered into a certain Security Agreement (the "Agreement") of even date herewith whereby Assignee has obtained a first priority security interest in all of Assignor's tangible and intangible personal property as collateral for loans made and to be made hereafter to Assignor; and

WHEREAS, Assignee has a security interest in substantially all other assets of Assignor pursuant to the Security Agreement, including without limitation the Service Mark (as defined below); and

WHEREAS, Assignor is the record owner of the Service Mark of the United States listed on **Schedule A** annexed hereto (the "Service Mark"), which Service Mark is registered in the United States Patent and Trademark Office; and

WHEREAS, Assignor hereby grants Assignee a security interest in the Service Mark on the terms set forth herein.

NOW, THEREFORE, for and in consideration of the terms and conditions set forth in the Security Agreements and set forth herein, the parties agree as follows:

1. To secure the complete and timely satisfaction of all of the obligations of Assignor to Assignee under the Security Agreement (the "Obligations"), Assignor hereby grants, assigns and conveys to Assignee, its successors and assigns, its entire right, title and interest in and to the Service Mark, including, without limitation, the good will of the business to which the Service Mark relates, all proceeds of the Service Mark (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

2. Assignor covenants and warrants that:

a. The Service Mark is subsisting and has not been adjudged invalid or unenforceable, in whole or in part;

b. To the best of Assignor's knowledge, the Service Mark is valid and enforceable;

c. Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Service Mark, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, registered user agreements, licenses, shop rights and covenants by Assignor not to sue third persons;

d. Assignor has the unqualified right to enter into this Assignment and perform its terms and will enter into written agreements with each of its present and future employees, agents and consultants that will enable it to comply with the covenants herein contained;

e. No claim has been made that the use of the Service Mark does or may violate the rights of any third person;

f. Assignor has used and will continue to use for the duration of this Assignment proper statutory notice in connection with its use of the Service Mark; and

g. Assignor has used and will continue to use for the duration of this Assignment consistent standards of quality in the provision of services sold under the Service Mark.

3. Assignor hereby grants to Assignee and its employees and agents the right to visit Assignor's facilities which provide the services sold under the Service Mark, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. Assignor shall do any and all acts reasonably required by Assignee to ensure Assignor's compliance with Paragraph 2.g. above.

4. Assignor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Assignment, without Assignor's prior written consent.

5. If, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any new service marks, trademarks or patentable inventions, or become entitled to the benefit of any patent application or patent for any reissue, division, continuation, renewal, extension or continuation-in-part of any patent or any improvement on any patent, the provisions of Paragraph 1 hereof shall automatically apply thereto and Assignor shall give to Assignee prompt notice thereof in writing hereof.

6. Assignor authorizes Assignee to modify this Assignment by amending Schedule A to include any future patents and patent applications or to include any future service marks or trademarks.

7. Unless and until there shall have occurred and be continuing an event of default (as defined in the Security Agreement) or demand made upon Assignor for payment of its Obligations to Assignee, Assignee hereby grants to Assignor the exclusive, royalty-free, nontransferable right and license to provide and sell the services covered by the Service Mark and to use the Service Mark on and in connection with such services sold by Assignor, for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this Paragraph 7, without the prior written consent of Assignee.

8. If demand has been made or an event of default shall have occurred and be continuing, as set forth in Paragraph 7 above, Assignor's license as set forth in said Paragraph 7 shall terminate forthwith, and Assignee shall have, in addition to all other rights and remedies given it by this Assignment, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Service Mark may be located or where Assignor shall be organized and, without limiting the generality of the foregoing, the Assignor may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in the Commonwealth of Massachusetts or elsewhere, the whole or from time to time any part of the Service Mark, or any interest which Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Service Mark all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to Assignor. Notice of any sale or other disposition of the Service Mark shall be given to Assignor at least ten (10) days before the time of any intended public or private sale or other disposition of the Service Mark, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Assignee or any holder of any note may, to the extent permissible under applicable law, purchase the whole or any part of the Service Mark sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

9. Assignor assumes all responsibility and liability arising from the use of the Service Mark and Assignor hereby indemnifies, defends and holds Assignee harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of any alleged deficiency in any service sold by Assignor under the Service Mark.

10. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Assignee in connection with (i) the preparation of this Assignment and all other documents relating hereto and to the consummation of this transaction, (ii) the filing or recording of any documents (including all taxes in connection therewith) in public offices, (iii) the payment or discharge of any taxes, counsel fees, maintenance fees or encumbrances, (iv) defending or prosecuting any actions or proceedings arising out of or related to the Service Mark, or (v) otherwise protecting, maintaining or

preserving the Service Mark, shall be borne and paid by Assignor on demand by Assignee and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the applicable rate prescribed in the Security Agreement or the promissory note(s) evidencing those Obligations.

11. Assignor shall have the duty, through counsel acceptable to Assignee, to take all actions reasonably required to maintain and protect the Service Mark, and any expenses incurred in connection with such efforts shall be borne by Assignor.

12. Upon the failure or inability of Assignor to take actions required under Paragraph 11 above, Assignee shall have the right, but shall in no way be obligated, to bring suit or take other actions in its own name to enforce or protect the Service Mark, in which event Assignor shall at the request of Assignee do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights hereunder.

13. In the event of the occurrence of event of default under the Security Agreement, Assignor hereby authorizes and empowers Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Assignee to use the Service Mark, or to grant or issue any exclusive or nonexclusive license under the Service Mark to anyone else, or necessary for Assignee to assign, pledge, convey or otherwise transfer title in or dispose of the Service Mark to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the life of this Assignment.

14. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Security Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

15. All of Assignee's rights and remedies with respect to the Service Mark, whether established hereby or by the Security Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Assignment are severable, and if any clause or provision hereof shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction and shall not in any manner affect such clause or provision in any other jurisdiction or any other clause or provision of this Assignment in any jurisdiction.

17. This Assignment is subject to modification only by a writing signed by the parties, except as provided in Paragraph 6 hereof.

18. The benefits and burdens of this Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

19. The validity and interpretation of this Assignment and the rights and obligations of the parties shall be governed by the laws of the Commonwealth of Massachusetts.


20. This Assignment is made in order to grant Assignee a security interest in the property set forth on **Schedule A** annexed hereto, and upon satisfaction of the Obligations secured hereby, this Assignment shall be void and of no further effect.

*[Next page is the signature page.]*


WITNESS the execution hereof under seal as of the day and year first above written.

**ASSIGNOR:**

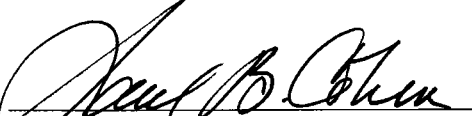
HAMMOND RESIDENTIAL REAL  
ESTATE, LLC

  
By: Saul B. Cohen, President

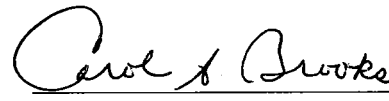
WITNESS

  
Print Name: Carol A. Brooks

**ASSIGNEE:**

  
Saul B. Cohen, as agent for himself  
and others as noted above

WITNESS

  
Print Name: Carol A. Brooks



COMMONWEALTH OF MASSACHUSETTS

County of Suffolk

On this 13<sup>th</sup> day of March, 2009, before me, the undersigned notary public, personally appeared Saul B. Cohen, the President of Hammond Residential Real Estate, LLC,, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the Company.

Carol A. Brooks

Print Name of Notary Public: CAROL A. BROOKS  
My commission expires: 11-01-13

{SEAL}

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk

On this 13<sup>th</sup> day of March, 2009, before me, the undersigned notary public, personally appeared Saul B. Cohen, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Carol A. Brooks

Print Name of Notary Public: CAROL A. BROOKS  
My commission expires: 11-01-13

{SEAL}

SCHEDULE A  
TO  
SERVICE MARKS COLLATERAL ASSIGNMENT

List of Service Marks

<u>Service Mark</u>	<u>U.S. Reg. No.</u>	<u>Date of Reg.</u>
Hammond	1963180	March 19, 1996