

07/03/2012



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TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

The Homestead, L.C.

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other Limited Liability Company

Citizenship (see guidelines) Virginia

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) June 28, 2012

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Branch Banking and Trust Company

Street Address: 539 E. Nelson Street

City: Lexington

State: Virginia

Country: USA Zip: 24450

- ☐ Individual(s) Citizenship _____
☐ Association Citizenship _____
☐ Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship North Carolina
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

4063820; 3789713; 3789711; 1303289; 1178585; 2398895

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Andrew R. Stewart

Internal Address: _____

Street Address: Troutman Sanders LLP
 1001 Haxall Point

City: Richmond

State: Virginia Zip: 23219

Phone Number: (804) 697-1337

Docket Number: _____

Email Address: andrew.stewart@troutmansanders.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165

- ☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

07/05/2012 HTON11 00000003 4063820

Deposit Account Number

48.00 OP
125.00 OP

Authorized User Name

9. Signature:

Charles Martin
 Signature

6/28/12
 Date

Charles Martin
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

IP SECURITY AGREEMENT
(TRADEMARKS)

THIS IP SECURITY AGREEMENT (this "IP Security Agreement") is dated as of the 28th day of June, 2012, by and between **THE HOMESTEAD, L.C.**, a Virginia limited liability company (the "Debtor"); and **BRANCH BANKING AND TRUST COMPANY**, a North Carolina banking corporation (the "Secured Party").

Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Credit Line Deed of Trust, Assignment of Leases, Security Agreement and Fixture Filing dated as of June 28, 2012 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Security Agreement"), among The Homestead, L.C. and Homestead Operating Co., Inc., as grantors, BB&T-VA Collateral Service Corporation, as trustee, and Secured Party, as beneficiary.

Subject to the terms of the Security Agreement, the Debtor hereby grants to the Secured Party a continuing security interest in, lien on and right of set-off against, all of the Debtor's right, title and interest in and to the United States patents, patent applications, trademarks and corresponding goodwill, and copyrights described on Schedule 1 attached hereto and made a part hereof and any future intellectual property registrations with respect to the Property, to secure the payment and performance of the Obligations (as defined in the Security Agreement).

Debtor agrees that it will execute any additional documents reasonably required by the Secured Party from time to time to record the Secured Party's interest in Debtor's existing and future intellectual property.

This IP Security Agreement shall in all respects be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Virginia (without giving effect to Virginia's principles of conflicts of laws).

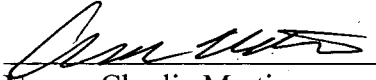
This IP Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

The provisions of this IP Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Debtor may not assign or otherwise transfer any of its rights or obligations hereunder. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the Debtor and the Secured Party have caused this IP Security Agreement to be duly executed by their duly authorized officers, all as of the date first above written.

THE HOMESTEAD, L.C.,
a Virginia limited liability company

By:  (SEAL)
Name: Charlie Martin
Title: Treasurer and Assistant Secretary

[Signatures continue on following page]

BRANCH BANKING AND TRUST COMPANY

By:  (SEAL)

Name: Neal Lineberry

Title: Vice President

SCHEDULE 1 TO IP SECURITY AGREEMENT

REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>
The Homestead Resort & Spa	USA	4063820
The Homestead Resort & Spa	USA	3789713
The Homestead Resort & Spa	USA	3789711
Design	USA	1303289
The Homestead (& design)	USA	1178585
The Homestead	USA	2398895

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