TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Beazer Homes Holdings Corp.		09/24/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3432267	A HIGHER MEASURE OF HOME
Registration Number:	2758954	BEAZER HOMES
Registration Number:	3509602	BEAZER HOMES A HIGHER MEASURE OF HOMES
Registration Number:	2957786	BEAZER
Registration Number:	2972199	BEAZER
Registration Number:	3781776	ESMART BY BEAZER HOMES
Registration Number:	4020121	ESMART GREEN
Registration Number:	3781775	ESMART HOMES
Registration Number:	3858280	ESMART PLUS
Registration Number:	2950162	GATHERINGS
Registration Number:	3505934	INSIDE THE WALLS
Registration Number:	3517496	SMARTDESIGN
Registration Number:	2921312	SOMEDAY STARTS TODAY

CH $340.00 3432267

CORRESPONDENCE DATA

Fax Number: 2127514864
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-906-1200
Email: angela.amaru@lw.com
Correspondent Name: Angela M. Amaru c/o Latham & Watkins LLP
Address Line 1: 885 Third Avenue
Address Line 2: Suite 1000
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	051808-0000
NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	09/24/2012

Total Attachments: 7
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Execution Version

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of September 24, 2012 (this "Agreement"), is made by each of the signatories hereto indicated as a Grantor (each a "Grantor" and collectively, the "Grantors") in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Agent").

WHEREAS, the Company and each other Grantor have entered into the Second Amended and Restated Credit Agreement, dated as of September 24, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the lenders that are signatories thereto (the "Lenders"), the issuers that are signatories thereto (the "Issuers"), and the Agent; and

WHEREAS, the Grantors entered into a Second Amended and Restated Collateral Agreement dated as of September 24, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") between each of the Grantors and the Agent, pursuant to which each of the Grantors assigned, transferred and granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below) to secure, among other things, the Obligations under the Credit Agreement;

WHEREAS, pursuant to the Collateral Agreement, each Grantor agreed to execute this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Collateral Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby assigns and transfers to the Agent, and hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in, all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral") as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

> all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof including, without limitation, the

registrations and applications listed in Schedule A attached hereto, (ii) all extension and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (iv) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Collateral Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

TRADEMARK
REEL: 004866 FRAME: 0532

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

BEAZER HOMES HOLDINGS CORP.,
as Grantor

By: _____
Name: Robert L. Salomon
Title: Executive Vice President

STATE OF GEORGIA)
) ss.
COUNTY OF FULTON)

On this ____ day of September, 2012 before me personally appeared Robert L. Salomon, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing Trademark Security Agreement on behalf of Beazer Homes USA, Inc., who being by me duly sworn did depose and say that he/she 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/she acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public

JENNIFER L. OWENS
Notary Public, Georgia
Dekalb County
My Commission Expires
June 19, 2015

[Signature Page to Trademark Security Agreement]

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

CLARKSBURG SKYLARK, LLC, as Grantor

By: CLARKSBURG ARORA LLC, its Sole Member

By: BEAZER CLARKSBURG, LLC, its Sole Member

By: BEAZER HOMES CORP.,
its Sole Member

By:_____
Name: Robert L. Salomon
Title: Executive Vice President

STATE OF GEORGIA)
) ss.
COUNTY OF FULTON)

On this ___ day of September, 2012 before me personally appeared Robert L. Salomon, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing Trademark Security Agreement on behalf of Beazer Homes Corp., in its capacity as sole member of Beazer Clarksburg, LLC, as sole member of Clarksburg Arora LLC, as sole member of Clarksburg Skylark, LLC, who being by me duly sworn did depose and say that he/she 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/she acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public

STATE OF GEORGIA NOTARY PUBLIC
JENNIFER L. OWENS
Notary Public, Georgia
Dekalb County
My Commission Expires
June 19, 2015

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Agent

By: _____
Name: BILL O'DALY
Title: DIRECTOR

By: _____
Name: Sanja Gazahi
Title: Associate

[Signature Page to Trademark Security Agreement]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

BEAZER HOMES HOLDINGS CORP.

Mark	Serial No.	Filing Date	Registration No.	Registration Date
A HIGHER MEASURE OF HOME	77124796	03/07/2007	3432267	05/20/2008
BEAZER CERTIFIED PRE-OWNED HOMES	85274436	03/23/2011	Pending Intent-to-Use Application	
BEAZER HOMES	78158064	08/27/2002	2758954	09/02/2003
BEAZER HOMES A HIGHER MEASURE OF HOMES	77214314	06/25/2007	3509602	09/30/2008
BEAZER HOMES PRE-OWNED LOGO	85274432	03/23/2011	Pending Intent-to-Use Application	
BEAZER Logo (leaves on side)	76546392	09/22/2003	2957786	05/31/2005
BEAZER Logo (leaves on top)	76545733	09/22/2003	2972199	07/19/2005
BEAZER PRE-OWNED HOMES	85274434	03/23/2011	Pending Intent-to-Use Application	

Mark	Serial No.	Filing Date	Registration No.	Registration Date
ESMART BY BEAZER HOMES	77443153	04/08/2008	3781776	04/27/2010
ESMART GREEN	77900781	12/24/2009	4020121	08/30/2011
ESMART HOMES	77443152	04/08/2008	3781775	04/27/2010
ESMART PLUS	77900779	12/24/2009	3858280	10/05/2010
GATHERINGS	78279997	07/29/2003	2950162	05/10/2005
INSIDE THE WALLS	77124790	03/07/2007	3505934	09/23/2008
SMARTDESIGN	77214237	06/25/2007	3517496	10/14/2008
SOMEDAY STARTS TODAY	76524148	06/20/2003	2921312	01/25/2005

CLARKSBURG SKYLARK, LLC

Mark	Serial No.	Filing Date	Registration No.	Registration Date
ARORAHILLS	76474069	12/11/2002	2907613	12/07/2004
DESIGNED BY NATURE. BUILT BY ARTISTS.	76474068	12/11/2002	2752778	08/19/2003