

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
Hunt Companies, Inc.		02/25/2014	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Deutsche Bank Trust Company Americas
Street Address:	100 One Plaza
Internal Address:	6th Floor
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07311
Entity Type:	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	4338614	CGL
Registration Number:	3813701	COMMITTED TO QUALITY. DEDICATED TO SERVI
Registration Number:	4262798	DEVELOP. INVEST. MANAGE.
Registration Number:	3655784	H
Registration Number:	3655785	H
Registration Number:	3655786	H
Registration Number:	3958212	H HUNT ADMINISTRATIVE SERVICES
Registration Number:	4052090	
Serial Number:	86081769	A WORLD OF SOLUTIONS
Serial Number:	86081772	CGL A HUNT COMPANY
Serial Number:	86081756	H HUNT
Serial Number:	86082067	HUNT
Serial Number:	86139887	SAFETY ZONE

CH \$365.00 4338614

Serial Number:

86081765

VALUES THAT BUILD

**CORRESPONDENCE DATA**

Fax Number:

2156562498

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone:

215-656-3381

Email:

pto.phil@dlapiper.com

Correspondent Name:

IP GROUP OF DLA PIPER LLP (US)

Address Line 1:

ONE LIBERTY PLACE

Address Line 2:

1650 MARKET ST. SUITE 4900

Address Line 4:

PHILADELPHIA, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:

HCP-1-B(385343-4)

NAME OF SUBMITTER:

William L. Bartow

Signature:

/WLB/

Date:

03/04/2014

**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of February 25, 2014 (this "Trademark Security Agreement"), is made by each of the signatories hereto indicated as a Pledgor (each, a "Pledgor" and collectively, the "Pledgors"), in favor of Deutsche Bank Trust Company Americas, in its capacity as collateral agent for the First Lien Secured Parties (in such capacity and together with any successors in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Pledgors are party to that certain Pledge and Security Agreement dated as of February 25, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent, pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce Collateral Agent, for the ratable benefit of the First Lien Secured Parties, to enter into the First Lien Documents, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the ratable benefit of the First Lien Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following property (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, slogans, logos, certification marks, trade dress, corporate names and trade names, whether registered or unregistered, and all registrations and applications for the foregoing (whether statutory or common law and whether established, registered or applied for in the United States or any other country, multi-national registry, or any political subdivision thereof), including those registrations and applications listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use of any of the foregoing, (ii) extensions and renewals thereof and amendments thereto, (iii) all Goodwill associated with any of the foregoing, (iv) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions and other violations thereof, (v) rights to sue or otherwise recover for past, present and future infringements, dilutions and other violations thereof, and (vi) rights corresponding thereto throughout the world; and

(b) all Proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary contained in this Section 2, the term "Trademark Collateral" shall not include any Excluded Assets.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

SECTION 5. Execution in Counterparts. This Trademark 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, but all such counterparts together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by telecopy or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

[Signature Page Follows]


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

**HUNT COMPANIES, INC.,  
as Pledgor**

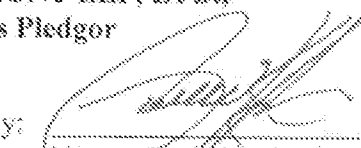
By:   
Name: Paul Kopsky, Jr.  
Title: Executive Vice President

**HUNT INVESTMENT MANAGEMENT, LLC,  
as Pledgor**

By: Hunt Investment Management Holdings, LLC,  
its Sole Member

By:   
Name: Paul Kopsky, Jr.  
Title: Executive Vice President

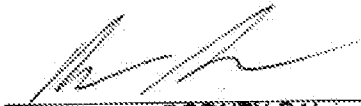
**HUNT ELP, LTD.,  
as Pledgor**

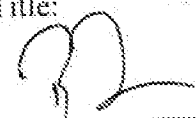
By:   
Name: Paul Kopsky, Jr.  
Title: Executive Vice President

Accepted and Agreed:

**DEUTSCHE BANK TRUST COMPANY AMERICAS,**  
as Collateral Agent

By: Deutsche Bank National Trust Company

By:   
Name: **RODNEY GAUGHRAN**  
Title: **VICE PRESIDENT**

By:   
Name: **ROBERT S. PESCHLER**  
Title: **VICE PRESIDENT**

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

PLEDGOR	MARK	REGISTRATION NUMBER	REGISTRATION DATE
Hunt Companies, Inc.	CGL	4,338,614	05/21/2013
Hunt Companies, Inc.	COMMITTED TO QUALITY, DEDICATED TO SERVICE	3,813,701	07/06/2010
Hunt Companies, Inc.	DEVELOP. INVEST. MANAGE.	4,262,798	
	12/18/2012		
Hunt Companies, Inc.	H DESIGN	3,655,784	07/14/2009
Hunt Companies, Inc.	H DESIGN	3,655,785	07/14/2009
Hunt Companies, Inc.	H DESIGN	3,655,786	07/14/2009
Hunt Companies, Inc.	HUNT ADMINISTRATIVE SERVICES & DESIGN	3,958,212	05/10/2011
Hunt Companies, Inc.	STAR AND HOUSE DESIGN	4,052,090	11/08/2011
Hunt ELP, Ltd.	H DESIGN	3,335,945	11/13/2007
Hunt Investment Management, LLC	TUCKERMAN	2,258,293	

Trademark Applications:

PLEDGOR	MARK	SERIAL NUMBER	FILING DATE
Hunt Companies, Inc.	A WORLD OF SOLUTIONS	86/081,769	10/03/2013
Hunt Companies, Inc.	CGL A Hunt Company & Design	86/081,772	10/03/2013
Hunt Companies, Inc.	H HUNT & DESIGN	86/081,756	10/03/2013
Hunt Companies, Inc.	HUNT	86/082,067	10/03/2013
Hunt Companies, Inc.	SAFETY ZONE! & DESIGN	86/139,887	12/10/2013
Hunt Companies, Inc.	VALUES THAT BUILD	86/081,765	10/03/2013