

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302810

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Avatar Properties, Inc.		04/04/2014	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 S. Dearborn, 7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	2511212	STONEGATE	
Registration Number:	2377808	SOLIVITA	
Registration Number:	3945669	CANTAMIA	
Registration Number:	3945670	CANTAMIA	
Registration Number:	3945671	CM	
Registration Number:	3945672	CM	
Registration Number:	3948873	CANTAMIA	
Registration Number:	3948874	CM	
Registration Number:	4272955	BELLA POINTE	
Registration Number:	4276263	V	
Registration Number:	4292016	EXPERIENCE SOLIVITA	
Registration Number:	4292021	EXPERIENCE CANTAMIA	
Registration Number:	4335266	SOLIVITA	
Registration Number:	4335264	SOLIVITA	
Registration Number:	4335260	JOSEPH CARL HOMES	
Registration Number:	4343792	V	
Registration Number:	4351065	VITALIA	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
		TRADEMARK	

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

Phone: (212) 455-7803
Email: ksolomon@stblaw.com
Correspondent Name: Jodie Sopher Pimentel, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509265/1818

NAME OF SUBMITTER: Jodie Sopher Pimentel

SIGNATURE: /jsp/

DATE SIGNED: 04/28/2014

Total Attachments: 7

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of April 4, 2014 is made by AVATAR PROPERTIES, INC., a Florida corporation, located at 8601 N. Scottsdale Rd. Ste. 225, Scottsdale AZ 85253 (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., a national banking association, with an address at 10 S. Dearborn, 7th Floor, Chicago, IL 60603, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of April 4, 2014 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among AV Homes, Inc. ("Borrower"), the Lenders, and the Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower, Grantor and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of April 4, 2014, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Trademarks included in the Collateral (including, without limitation, those items listed on Schedule A hereto) (collectively, the

"Trademark Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

AVATAR PROPERTIES, INC.

By: *Rogel A. Cragg*
Name: *ROGEL A. CRAAG*
Title:
Date:

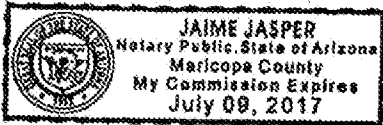
JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: _____
Name:
Title:
Date:

ACKNOWLEDGMENT OF GRANTOR

STATE OF Arizona)
COUNTY OF Maricopa) ss

On the 4 day of April 2014, before me personally came Roger Gregg, who is personally known to me to be the President + CEO of AVATAR PROPERTIES, INC., a Florida corporation; who, being duly sworn, did depose and say that she/he is the President + CEO in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Jaime Jasper
Notary Public

(PLACE STAMP AND SEAL ABOVE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

AVATAR PROPERTIES, INC.

By: _____
Name:
Title:
Date:

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By:  _____
Name: Chiara Carter
Title: Vice President
Date: 4/4/2019

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York
COUNTY OF New York) ss

On the 4 day of April, 2014, before me personally came Chiara Carter, who is personally known to me to be the Vice President of JPMORGAN CHASE BANK, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Vice President in such association, the association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such association; and that she/he acknowledged said instrument to be the free act and deed of said association.

Adrea Adams
Notary Public

(PLACE STAMP AND SEAL ABOVE)

ADREA S. ADAMS
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN BRONX COUNTY
REG. #01AD6237611
MY COMM. EXP. MARCH 26, 2016

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration Number</u>
STONEGATE	2,511,212
SOLIVITA & Design	2,377,808
CANTAMIA	3,945,669
CANTAMIA	3,945,670
CM & Design	3,945,671
CM & Design	3,945,672
CANTAMIA	3,948,873
CM & Design	3,948,874
BELLA POINTE	4,272,955
V & Design	4,276,263
EXPERIENCE SOLIVITA	4,292,016
EXPERIENCE CANTAMIA	4,292,021
SOLIVITA	4,335,266
SOLIVITA	4,335,264
JOSEPH CARL HOMES	4,335,260
DOUBLE VV & Design	4,343,792
VITALIA	4,351,065