

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314535

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Grace Hill, LLC		08/15/2014	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	Freeport Financial Partners LLC, as Agent		
Street Address:	300 N. LaSalle St., Ste. 5300		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60654		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4420535	GRACE HILL	
Registration Number:	4244979	VISION	
Serial Number:	86347129	LET'S TALK TRAINING! MULTIFAMILY BEST PR	
CORRESPONDENCE DATA			
Fax Number:	3123322196		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312.863.7266		
Email:	justin.debruyne@goldbergekohn.com		
Correspondent Name:	Justin DeBruyne, Paralegal		
Address Line 1:	c/o Goldberg Kohn, 55 E. Monroe St.		
Address Line 2:	Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	7213.010		
NAME OF SUBMITTER:	Justin DeBruyne		
SIGNATURE:	/justin debruyne/		
DATE SIGNED:	08/19/2014		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 15, 2014, is made by Grace Hill, LLC, a Georgia limited liability company (formerly Grace Hill Incorporated, a Georgia corporation) ("Grantor"), in favor of Freeport Financial Partners LLC ("Freeport"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 15, 2014 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among GH Acquisition Company, a Delaware corporation (to be merged with and into Grantor) ("Borrower"), GH Holding Company, a Delaware corporation, the Lenders from time to time party thereto, Freeport, as Agent for the Lenders, and U.S. Bank National Association, as Paying Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower (and, on or after the date hereof, Borrower shall be merged with and into Grantor and Grantor shall become the Borrower and be directly obligated for the Obligations); and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral");

(a) all of its Trademarks and all Intellectual Property licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.]

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Intellectual Property licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Receipt by telecopy or electronic mail of any executed signature page to this Security Agreement shall constitute effective delivery of such signature page. This Security Agreement to the extent signed and delivered


by means of a facsimile machine or Electronic Transmission shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or Electronic Transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or Electronic Transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow]


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

GRACE HILL, LLC,
a Georgia limited liability company
as Grantor

By: 
Name: John D. McKernan
Title: Vice President and Secretary

ACCEPTED AND AGREED
as of the date first above written:

FREEPORT FINANCIAL PARTNERS
LLC
as Agent

By: 
Name: STEPHEN PAPPALARDO
Title: MANAGING DIRECTOR

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

MARK	SERIAL NUMBER	REGIS. NUMBER	REGIS. DATE
GRACE HILL	85549997	4420535	10/22/13
VISION	85559092	4244979	11/20/12

2. TRADEMARK APPLICATIONS

MARK	SERIAL NUMBER	FILE DATE
LET'S TALK TRAINING! MULTIFAMILY BEST PRACTICES	86347129	7/24/14

3. TRADEMARK LICENSES

None