

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337391

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		04/06/2015	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Shea Homes Limited Partnership
Street Address:	655 Brea Canyon Road
City:	Walnut
State/Country:	CALIFORNIA
Postal Code:	91789
Entity Type:	LIMITED PARTNERSHIP: CALIFORNIA
Name:	Shea Homes, Inc.
Street Address:	655 Brea Canyon Road
City:	Walnut
State/Country:	CALIFORNIA
Postal Code:	91789
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2441978	BUILDING CONFIDENCE
Registration Number:	3908727	HELLO FUTURE
Registration Number:	3371435	MY SEVILLE LIFE
Registration Number:	2583752	SEVILLE
Registration Number:	2417100	THE CONFIDENCE BUILDER
Registration Number:	3093495	CRESCENDO
Registration Number:	3036091	ACCOLADE
Registration Number:	3623598	ENCANTERRA
Registration Number:	3709303	ENCANTERRA
Registration Number:	3775102	FIVE SIDED ARCHITECTURE
Registration Number:	2811224	MEMBERSHIP HAS ITS PRIVILEGES
Registration Number:	3572106	SUPERIOLOGY
Registration Number:	2459403	TRILOGY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2721224	
CORRESPONDENCE DATA		
Fax Number:	9494754754	
<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:	949-451-3800	
Email:	skann@gibsondunn.com	
Correspondent Name:	Stephanie S. Kann, Senior Paralegal	
Address Line 1:	3161 Michelson Drive	
Address Line 2:	Gibson, Dunn & Crutcher LLP	
Address Line 4:	Irvine, CALIFORNIA 92612	
ATTORNEY DOCKET NUMBER:	46350-00029	
NAME OF SUBMITTER:	Stephanie S. Kann	
SIGNATURE:	/stephanie s. kann/	
DATE SIGNED:	04/06/2015	
Total Attachments: 3		
source=SheaTrademarkRelease#page1.tif		
source=SheaTrademarkRelease#page2.tif		
source=SheaTrademarkRelease#page3.tif		

RELEASE OF TRADEMARK SECURITY AGREEMENT

This Release of Trademark Security Agreement (this "Release") is made as of April 6, 2015, by Wells Fargo Bank, National Association, in its capacity as Collateral Agent under (and as defined in) the Security Agreements referred to below (the "Secured Party") for the benefit of Shea Homes Limited Partnership, a California limited partnership, located at 655 Brea Canyon Road, Walnut, California 91789 and Shea Homes, Inc., a Delaware corporation, located at 655 Brea Canyon Road, Walnut, California 91789 (the "Debtors"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreements.

WITNESSETH:

WHEREAS, the Debtors and the Secured Party are parties to that certain Trademark Security Agreement dated as of May 10, 2011 and the Amended and Restated Trademark Security Agreement dated as of February 20, 2014 (as amended, restated or otherwise modified through the date hereof, the "Security Agreements"), pursuant to which the Debtors have granted to the Secured Party for its benefit and the benefit of various other financial institutions, a security interest in the trademarks set forth on Schedule I hereto (the "Trademarks") and the goodwill of the business symbolized by such Trademarks, and the registrations and applications therefor (together with the Trademarks, the "Trademark Collateral");

WHEREAS, the Security Agreements were recorded in the United States Patent and Trademark Office at Reel 4557 and Frame 0650 on June 9, 2011 and Reel 5223 and Frame 0919 on February 25, 2014; and

WHEREAS, Debtors have requested that the Secured Party release, and the Secured Party is willing to release its lien on and security interest in, and any other right, title, and interest it may have in, to and under the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby agrees as follows:

1. The Secured Party does hereby terminate, release and discharge the entirety of any and all security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Security Agreements to the Trademark Collateral and any right, title or interest of the Secured Party in such Trademark Collateral shall hereby terminate, cease and become void. The Secured Party hereby assigns, transfers and conveys any and all right, title or interest of the Secured Party in the Trademark Collateral to the Debtors.
2. This Release may be executed in any number of counterparts (including electronic transmission and facsimile 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.
3. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of California.

IN WITNESS WHEREOF, the undersigned has caused this Release of Trademark Security Agreement to be executed and delivered as of the date first written above.

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent**

By: _____

Name: Julius R. Zamora



Title: Vice President

[SIGNATURE PAGE TO RELEASE OF TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 005493 FRAME: 0101**

SCHEDULE I

Trademarks

Mark	Serial/Registration Number	Filing/Registration Date	Owner
BUILDING CONFIDENCE	Serial No. 75/743,527 Reg. No. 2,441,978	Filing Date 7/2/1999 Reg. Date 4/10/2001	Shea Homes Limited Partnership
HELLO FUTURE	Serial No. 77/751,574 Reg. No. 3,908,727	Filing Date 6/3/2009 Reg. Date 1/18/2011	Shea Homes Limited Partnership
MY SEVILLE LIFE	Serial No. 77/025,436 Reg. No. 3,371,435	Filing Date 10/19/2006 Reg. Date 1/22/2008	Shea Homes Limited Partnership
SEVILLE	Serial No. 76/227,636 Reg. No. 2,583,752	Filing Date 3/20/2001 Reg. Date 6/18/2002	Shea Homes Limited Partnership
THE CONFIDENCE BUILDER	Serial No. 75/742,259 Reg. No. 2,417,100	Filing Date 7/2/1999 Reg. Date 1/2/2001	Shea Homes Limited Partnership
CRESCENDO	Serial No. 76/202,718 Reg. No. 3,093,495	Filing Date 1/31/2001 Reg. Date 5/16/2006	Shea Homes, Inc.
ACCOLADE	Serial No. 76/202,719 Reg. No. 3,036,091	Filing Date 1/31/2001 Reg. Date 12/27/2005	Shea Homes, Inc.
ENCANTERRA	Serial No. 77/208,948 Reg. No. 3,623,598	Filing Date 6/18/2007 Reg. Date 5/19/2009	Shea Homes, Inc.
 Encanterra	Serial No. 77/307,942 Reg. No. 3,709,303	Filing Date 10/18/2007 Reg. Date 11/10/2009	Shea Homes, Inc.
FIVE SIDED ARCHITECTURE	Serial No. 77/148,956 Reg. No. 3,775,102	Filing Date 4/4/2007 Reg. Date 4/13/2010	Shea Homes, Inc.
MEMBERSHIP HAS ITS PRIVILEGES	Serial No. 76/312,692 Reg. No. 2,811,224	Filing Date 9/13/2001 Reg. Date 2/3/2004	Shea Homes, Inc.
SUPERIOLOGY	Serial No. 77/507,801 Reg. No. 3,572,106	Filing Date 6/25/2008 Reg. Date 2/10/2009	Shea Homes, Inc.
TRILOGY	Serial No. 75/888,886 Reg. No. 2,459,403	Filing Date 1/6/2000 Reg. Date 6/12/2001	Shea Homes, Inc.
	Serial No. 76/439,125 Reg. No. 2,721,224	Filing Date 8/9/2002 Reg. Date 6/3/2003	Shea Homes, Inc.