

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366034

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Newpoint Homes, LLC		11/20/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	The Brand Banking Company		
Street Address:	3328 Peachtree Road		
Internal Address:	Suite 400		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	banking company: GEORGIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2739328	HAMPTONS LIVING	
Registration Number:	2627002	HOMES OF EASTERN LONG ISLAND	
Registration Number:	2627003	HOMES OF EASTERN LONG ISLAND THE MAGAZIN	
Registration Number:	2633678	HOMES OF THE HAMPTONS THE MAGAZINE OF SE	
Registration Number:	2627001	HOMES OF THE HAMPTONS	
CORRESPONDENCE DATA			
Fax Number:	4042644033		
<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:	(404) 846-1693		
Email:	trademark-at@btlaw.com		
Correspondent Name:	JASON BERNSTEIN BARNES & THORNBURG LLP		
Address Line 1:	3475 Piedmont Road, N.E., Suite 1700		
Address Line 4:	Atlanta, GEORGIA 30305-3327		
ATTORNEY DOCKET NUMBER:	68448-1		
NAME OF SUBMITTER:	JASON A. BERNSTEIN		
SIGNATURE:	/JASON A. BERNSTEIN - FH/		
DATE SIGNED:	12/16/2015		

CH \$140.00 2739328

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

[NewPoint Homes, LLC]

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made as of November 20, 2015 by **NEWPOINT HOMES, LLC**, a Delaware limited liability company (“**Debtor**”), and **THE BRAND BANKING COMPANY**, a Georgia banking company (the “**Bank**”).

WITNESSETH:

WHEREAS, the Debtor, **NEWPOINT MEDIA GROUP, LLC**, a Delaware limited liability company, and **NEWPOINT FRANCHISOR, LLC**, a Delaware limited liability company (collectively, the “**Borrowers**”) and the Bank have entered into that certain Loan and Security Agreement, dated as of even date herewith (as amended, modified, supplemented, restated or renewed from time to time, the “**Loan Agreement**”); and

WHEREAS, the Bank has required, as a condition to the extension of the financial accommodations to be extended to the Borrowers under the Loan Agreement, that Debtor pledge and grant to the Bank a Lien on and in its “**Trademark Collateral**” (as defined herein) as security for the Obligations.

NOW, THEREFORE, for and in consideration of the premises set forth above and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Debtor and the Bank, by its acceptance hereof, hereby agrees as follows:

1. **Defined Terms.** Unless otherwise defined herein, each capitalized term used herein that is defined in the Loan Agreement shall have the meaning specified for such term in the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

2. **Security Interest in Trademarks.** To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Debtor hereby grants and pledges to the Bank a security interest in and lien on as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, upon the occurrence and during the continuation of an Event of Default, all of Debtor’s right, title and interest in and to the following, whether, now existing or hereafter acquired (the “**Trademark Collateral**”): (i) all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule 1 attached hereto and made a part hereof, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (collectively, the “**Trademarks**”) excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications, (ii)

all income, fees, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) any and all claims and causes of action together with the right (but not the obligation) to sue or otherwise recover for past, present and future infringements, dilutions, misappropriations, violations, misuse, breach or default thereof, (iv) all of Debtor's rights corresponding thereto throughout the world, and (v) all other proceeds and products of the foregoing, including (without limitation) any rights pursuant to its agreements with any other party relating thereto. Debtor hereby authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement, as amended, restated, supplemented or otherwise modified from time to time, upon request by the Bank.

3. **New Trademarks.** Debtor represents and warrants that, from and after the date of this Agreement, (a) the Trademarks listed on Schedule 1 are a true, accurate and complete list of all of Debtor's Trademarks, and (b) no Liens in the Trademark Collateral have been granted by Debtor to any Person, other than the Bank, and except as permitted in the Loan Agreement. If, prior to payment in full of the Obligations, Debtor shall (i) obtain rights to any new Trademarks or (ii) become entitled to the benefit of any Trademarks, the provisions of Section 2 above shall automatically apply thereto, provided that Debtor shall not be under any obligation to take any steps or incur any costs to enforce, create or perfect any lien or security interest in any Trademarks registered outside the United States of America, including, without limitation, any filing recordation, notice or otherwise in any other county other than the United States of America. Debtor shall give to the Bank written notice of the acquisition of new Trademarks registered in the United States of America promptly after the occurrence thereof. Debtor may, and hereby authorizes the Bank to, modify this Agreement unilaterally upon Debtor's notice to the Bank (i) by amending Schedule 1 to include any future Trademarks registered in the United States of America and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule 1 thereto, as the case may be, such future Trademarks.

4. **Grant of License.** Bank hereby grants to Debtor the royalty-free, exclusive, nontransferable right and license to make, have made, use, and sell the inventions disclosed and claimed in the Trademarks for Debtor's own benefit and account and for none other. Such right and license shall be exercisable by Debtor only until the occurrence and continuance of an Event of Default. Except as otherwise permitted by the Loan Documents, Debtor agrees not to sell or assign its interest in, or grant any sublicense under, the right and license granted to it in this Section without the prior written consent of Bank.

5. **Royalties.** Debtor hereby agrees that the use by the Bank of the Trademarks as authorized hereunder in connection with the Bank's exercise of its rights and remedies hereunder or pursuant to any Loan Document shall be coextensive with Debtor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Bank to Debtor.

6. **Duties of the Debtor.** Debtor shall have the duty, to the extent desirable in the normal conduct of its business, to (a) prosecute diligently any trademark application or service

mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, (b) make application on untrademarked but trademarkable items, as appropriate, giving due consideration to value, importance, cost, and opinion of counsel as to trademarkability, and (c) preserve, maintain, and enforce against infringement all Trademarks (other than nonpayment of renewal fees on trademarks which are not necessary or useful in the conduct of Debtor's business or operations). Debtor further agrees (i) not to abandon any registered Trademark without the prior written consent of the Bank, unless any registered Trademark is not used in Debtor's business or if such abandonment is otherwise desirable to Debtor in the ordinary course of business, and (ii) to maintain in full force and effect the registered Trademarks material to the conduct of its business. Any expenses incurred in connection with the foregoing shall be borne by Debtor. The Bank shall not have any duty, other than any duty imposed by law, with respect to the Trademarks. Without limiting the generality of the foregoing, the Bank shall be under no obligation to take any steps necessary to preserve rights in the Trademarks against any other parties, but the Bank may do so at its option from and after the occurrence and during the continuance of an Event of Default, and all reasonable out-of-pocket expenses incurred in connection therewith shall be for the account of Debtor and shall be added to the Obligations secured hereby.

7. **Power of Attorney; Cumulative Remedies.** Debtor hereby irrevocably designates, constitutes and appoints the Bank (and all officers and agents of the Bank designated by the Bank in its sole and absolute discretion) as Debtor's true and lawful attorney-in-fact, and authorizes the Bank and any of the Bank's designees, in Debtor's or the Bank's name, upon the occurrence and during the continuation of an Event of Default, to take any action and execute any instrument necessary or reasonably advisable to accomplish the purposes of this Agreement, and consistent with existing license agreements, including, without limitation, to (i) endorse Debtor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Bank in the use of the Trademarks, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone, and (iv) take any other actions with respect to the Trademarks and the Trademark Collateral as the Bank reasonably deems in its best interest. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until the Obligations are paid in full. Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Bank under the Loan Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies.

The Bank shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademark Collateral may be located or deemed located. Upon the occurrence and during the continuance of an Event of Default and following the expiration of any applicable notice and/or cure periods and the election by the Bank to exercise any of its remedies under the Uniform Commercial Code or other applicable law with respect to the Trademark Collateral, Debtor agrees to assign, convey and otherwise transfer title in and to the Trademark Collateral to the Bank or any transferee of the Bank and to execute and deliver to the Bank or any such transferee

all such agreements, documents and instruments as may be necessary, in the Bank's sole discretion, to effect such assignment, conveyance and transfer. All of the Bank's rights and remedies with respect to the Trademark Collateral, whether established hereby, by the Loan Agreement or by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default and following the expiration of any applicable notice and/or cure periods, the Bank may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement or any of the other Loan Documents. Debtor hereby acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Loan Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Debtor agrees that any notification of intended disposition of any of the Trademark Collateral required by law shall be deemed reasonable and properly given if given at least 10 days before such disposition; provided, however, that the Bank may give any shorter notice that is commercially reasonable under the circumstances.

8. **Successors and Assigns.** This Agreement shall be binding upon Debtor and its successors and assigns, and shall inure to the benefit of Bank and its successors and assigns.

9. **Governing Law.** This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the laws and decisions of the State of Georgia, without reference to the conflicts or choice of law principles thereof.

10. **Notices.** All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year set forth above.

DEBTOR:

NEWPOINT HOMES, LLC

By:  _____
Ari Silverman, President

Agreed and accepted to this _____, 2015

THE BRAND BANKING COMPANY

By: _____

Name: Holly Sims

Title: Senior Vice President

(Signature Page to Trademark Security Agreement – NewPoint Homes, LLC)

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year set forth above.

DEBTOR:

NEWPOINT HOMES, LLC

By: _____
Ari Silverman, President

Agreed and accepted to this November 20, 2015

THE BRAND BANKING COMPANY

By: _____

Name: Holly Sims

Title: Senior Vice President

(Signature Page to Trademark Security Agreement – NewPoint Homes, LLC)

**Schedule 1 To
Trademark Security Agreement**

Dated as of November 20, 2015

Current Trademarks

<u>Name</u>	<u>Record Owner</u>	<u>Registration No.</u>
Hamptons Living	NewPoint Homes, LLC	2,739,328
Homes of Eastern Long Island	NewPoint Homes, LLC	2,627,002
Homes of Eastern Long Island the Magazine of Seaside and Country Living (stylized)	NewPoint Homes, LLC	2,627,003
Homes of the Hamptons the Magazine of Seaside and Country Living (stylized)	NewPoint Homes, LLC	2,633,678
Homes of the Hamptons	NewPoint Homes, LLC	2,627,001