

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM367114

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A.		12/23/2015	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	John Wieland Homes and Neighborhoods, Inc.		
<b>Street Address:</b>	4125 Atlanta Road SE		
<b>City:</b>	Smyrna		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30080		
<b>Entity Type:</b>	CORPORATION: GEORGIA		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3401084	JOHN WIELAND JOHN WIELAND HOMES AND NEIG	
<b>Registration Number:</b>	3171568	EXPERIENCE THE BEST	
<b>Registration Number:</b>	3157531	BUILDING BETTER SINCE 1970	
<b>Registration Number:</b>	3129850	EVERY DAY IS SPECIAL AT WOODMONT	
<b>Registration Number:</b>	3132882	DREAM BOOK	
<b>Registration Number:</b>	2841296	DUNES WEST	
<b>Registration Number:</b>	1464861	DREAM HOMES STILL EXIST	
<b>Registration Number:</b>	3604632	BUILDING THE BEST FOR OVER 35 YEARS	
<b>Registration Number:</b>	3585778	RIGHT HOMES. RIGHT PRICE. RIGHT NOW.	
<b>Registration Number:</b>	3141723	SOME THINGS ARE BETTER SAID WITHOUT WORD	
<b>Registration Number:</b>	3069685	HOME FOR THE TIMES YOU TREASURE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048817777		
<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>			
<b>Phone:</b>	404-881-7000		
<b>Email:</b>	betsy.perkins@alston.com		
<b>Correspondent Name:</b>	Nadya Munasifi Sand		
<b>Address Line 1:</b>	1201 W. Peachtree Street		

OP \$290.00 3401084

**Address Line 2:** c/o Alston & Bird LLP  
**Address Line 4:** Atlanta, GEORGIA 30309-3424

**ATTORNEY DOCKET NUMBER:** 062438/471271

**NAME OF SUBMITTER:** Nadya Munasifi Sand

**SIGNATURE:** /Nadya Munasifi Sand/

**DATE SIGNED:** 12/28/2015

**Total Attachments: 4**

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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST dated as of December 23, 2015 (this "Release"), is made by Bank of America, N.A., as administrative agent (the "Agent"), in favor of John Wieland Homes and Neighborhoods, Inc., a Georgia corporation (the "Grantor"). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Collateral Agreement (as defined below).

WHEREAS, the Grantor is party to that certain Security Agreement dated as of January 20, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Grantor, John Wieland Homes and Neighborhoods of the Carolinas, Inc., and Agent for the other Banks referenced therein;

WHEREAS, pursuant to that certain Trademark Security Agreement, executed as of January 20, 2010 and recorded with the United States Patent and Trademark Office at Reel/Frame 004142/0300 (the "Trademark Security Agreement"), made by the Grantor in favor of the Agent, the Grantor granted to the Agent, for the benefit of the Beneficiaries, a continuing security interest and continuing lien upon (referred to in this Release as the "Security Interest") the trademarks shown on Schedule 1 attached hereto (the "IP Collateral"); and

WHEREAS, the Agent has agreed to terminate the Collateral Agreement and terminate and release all of its and the Beneficiaries' right, title and interest in or to all such IP Collateral, including the Security Interest.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Release of Lien. The Agent, on behalf of itself and the Beneficiaries, hereby (i) unconditionally, irrevocably and absolutely terminates, extinguishes, cancels, releases and forever discharges its and the Beneficiaries' Security Interest and all of its and the Beneficiaries' right, title and interest in or to the IP Collateral, whether granted pursuant to the Trademark Security Agreement or any other agreement or document delivered in connection with the Collateral Agreement or the Trademark Security Agreement, (ii) terminates the Trademark Security Agreement and any other agreement or document delivered in connection with the Trademark Security Agreement and (iii) reassigns to the Grantor any and all right, title and interest (if any) that the Agent or any of the Beneficiaries may have in or to any of the IP Collateral (including any goodwill associated therewith), together with all rights to sue or to recover, at law or in equity, for any past, present or future infringement, dilution, misappropriation or other violation of the IP Collateral and all rights to any income, royalties, and proceeds arising from or with respect thereto.

2. Authorization to File and Record. The Agent hereby authorizes the Grantor or its agents to file this Release on its behalf and requests that the United States Patent and Trademark Office and any applicable government officer record this Release.

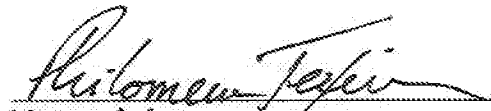
3. Further Assurances. The Agent agrees to cooperate with the Grantor and to provide the Grantor with such information and additional authorization and to execute and deliver to Grantor such additional instruments and to take such action, in each case, as the Grantor may reasonably request or as may be desirable to effect and record the release of the Agent's security interest in or to the IP Collateral.

4. Governing Law. This Release and the rights and obligations of the Grantor or the Agent hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has caused this Release of Trademark Security Interest to be executed and delivered by its duly authorized officer as of the date first above written.

BANK OF AMERICA, N.A.  
as Agent

By:   
Name: Philomena Teixeira  
Title: Vice President

Schedule I  
to  
Release of Trademark Security Interest

*U.S. Trademark Registration*

Trademark	Registration Number
JOHN WIELAND JOHN WIELAND HOMES AND NEIGHBORHOODS	3401084
EXPERIENCE THE BEST	3171568
BUILDING BETTER SINCE 1970	3157531
EVERY DAY IS SPECIAL AT WOODMONT	3129850
DREAM BOOK	3132882
DUNES WEST	2841296
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RIGHT HOMES. RIGHT PRICE. RIGHT NOW.	3585778
SOME THINGS ARE BETTER SAID WITHOUT WORDS	3141723
HOME FOR THE TIMES YOU TREASURE	3069685