

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM437065

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilmington Trust Company		07/27/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	K. HOV IP. INC.
Street Address:	110 West Front Street
City:	Red Bank
State/Country:	NEW JERSEY
Postal Code:	07701
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2412033	BRIGHTON HOMES
Registration Number:	2395356	BRIGHTON HOMES

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 202-370-4790
Email: ipteam@cogencyglobal.com
Correspondent Name: Andy Hackett
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F171687
NAME OF SUBMITTER:	Alan Delaney
SIGNATURE:	/Alan Delaney/
DATE SIGNED:	07/28/2017

Total Attachments: 4

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OP \$65.00 2412033

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**TERMINATION AND RELEASE OF SECOND LIEN SECURITY INTEREST IN
TRADEMARK RIGHTS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN
TRADEMARK RIGHTS (“**Agreement**”) dated as of July 27, 2017, from Wilmington
Trust Company, as Collateral Agent (in such capacity, the “**Agent**”) for the benefit of
itself and the Noteholders, as defined in the Indenture.

WITNESSETH:

WHEREAS, K. Hovnanian Enterprises, Inc., a California corporation (the
“**Issuer**”), Hovnanian Enterprises, Inc., a Delaware corporation, and each of the other
Guarantors party thereto, entered into the Indenture dated as of October 2, 2012 (as
amended, supplemented, amended and restated or otherwise modified from time to time,
the “**Indenture**”) with Wilmington Trust Company, as trustee, pursuant to which the
Issuer issued 9.125% Senior Secured Second Lien Notes due 2020 (the “**Notes**”) upon the
terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Indenture, the Issuer and each of the entities
signatory thereto have executed and delivered a Second Lien Security Agreement, dated
as of October 2, 2012, in favor of the Agent (together with all amendments and
modifications, if any, from time to time thereafter made thereto, the “**Security
Agreement**”);

WHEREAS, in connection with the Security Agreement, K. HOV IP, INC., a
California corporation (the “**Grantor**”) has executed and delivered a Second-Lien
Intellectual Property Security Agreement, dated as of October 2, 2012, in favor of the
Agent (the “**IP Security Agreement**”), pursuant to which a security interest (the
“**Security Interest**”) was granted by the Grantor to the Agent in certain collateral,
including the Trademark Collateral (as hereinafter defined) as security for the obligations
under the Indenture, the Notes and the other related documents;

WHEREAS, the IP Security Agreement was recorded in the Trademark Division
of the United States Patent and Trademark Office on October 4, 2012, at Reel 004873
and Frame 0628;

WHEREAS, the Agent now desires to terminate and release the entirety of its
Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration including the
satisfaction of all obligations, indebtedness and liabilities secured by the Trademark
Collateral pursuant to the IP Security Agreement and the Security Agreement, the receipt
and adequacy of which are hereby acknowledged, and upon the terms set forth in this
Agreement, the Agent hereby states as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise
requires, terms used in this Agreement, including the preamble and recitals, have the
meanings provided or provided by reference in the Indenture or in the Security

Agreement, as applicable. The term "Trademark Collateral" as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the trademark registrations listed on Schedule A hereto.

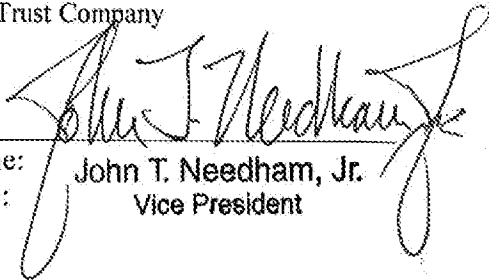
2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest, liens and other encumbrances granted to or held by the Agent in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary or that the Grantor may reasonably request to effect the release of the Security Interest, liens and encumbrances contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Agreement by its duly authorized officer as of the date first above written.

Wilmington Trust Company

By:


Name: John T. Needham, Jr.
Title: Vice President

[Signature Page to Termination and Release of Second Lien Security Interest in Trademark Rights]

TRADEMARK
REEL: 006117 FRAME: 0290

Schedule A

U.S. Trademark Registrations and Applications

Trademark	Registration No.	Application No.
BRIGHTON HOMES	2,412,033	75732752
BRIGHTON HOMES	2,395,356	75733219