

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM437088

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust Company		07/27/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	K. HOV IP. II, INC.		
Street Address:	110 West Front Street		
City:	Red Bank		
State/Country:	NEW JERSEY		
Postal Code:	07701		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	1418620	THE FIRST NAME IN LASTING VALUE	
Registration Number:	2040802		
Registration Number:	2412033	BRIGHTON HOMES	
Registration Number:	2395356	BRIGHTON HOMES	
Registration Number:	2544720	KHOV.COM	
Registration Number:	2710008	KHOV	
Registration Number:	2671912	WONDER HOMES	
Registration Number:	2725754	LIFE. STYLE. CHOICES.	
Registration Number:	3485602	M&M MATZEL & MUMFORD	
Registration Number:	3682068	FROM YOUR HOME TO OURS	
Registration Number:	4035326	55 NEVER LOOKED SO GOOD	
Registration Number:	3832465	THE NAME BEHIND THE DREAM	
Registration Number:	3564614	IF YOU'RE NOT 55, YOU'LL WISH YOU WERE	
Registration Number:	3579682	K. HOVNANIAN	
Registration Number:	2965030	LET'S BUILD IT TOGETHER	
Registration Number:	3493815	K HOVNANIAN HOMES	
Registration Number:	3017498	HOME DESIGN GALLERY	
Registration Number:	3782845	HOVNANIAN ENTERPRISES	
Registration Number:	3786278	HOVNANIAN ENTERPRISES, INC.	

OP \$615.00 1418620

Property Type	Number	Word Mark
Registration Number:	4152642	NATURE TECHNOLOGY EFFICIENCY
Registration Number:	4204392	NATURE TECHNOLOGY EFFICIENCY
Registration Number:	4116384	NATURE TECHNOLOGY EFFICIENCY
Registration Number:	4116385	NATURE TECHNOLOGY EFFICIENCY
Registration Number:	4126920	STYLESUITE

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: 5

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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 (“**Hovnanian**”), 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 “**9.125% Indenture**”) with Wilmington Trust Company, as trustee, pursuant
to which the Issuer issued 9.125% Senior Secured Second Lien Notes due 2020 (the
“**9.125% Notes**”) upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the 9.125% 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 “**Original Security
Agreement**”);

WHEREAS, the Issuer, Hovnanian and each of the other Guarantors party thereto,
entered into the Indenture dated as of September 8, 2016 (as amended, supplemented,
amended and restated or otherwise modified from time to time, the “**10.00% Indenture**”
and together with the 9.125% Indenture, the “**Indentures**”) with Wilmington Trust
Company, as trustee, pursuant to which the Issuer issued 10.00% Senior Secured Second
Lien Notes, due 2018 (the “**10.00% Notes** and together with the 9,125% Notes, the
“**Secured Notes**”) upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the 10.00% Indenture, the Issuer and each of the
entities signatory thereto have amended and restated the Original Security Agreement to
execute and deliver the Amended and Restated Security Agreement dated as of
September 8, 2016, 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, II, INC., a
California corporation (the “**Grantor**”) has executed and delivered an Amended and
Restated Second-Lien Intellectual Property Security Agreement, dated as of September 8,
2016, 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 Secured 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 September 12, 2016, at Reel 005874 and Frame 0027;

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.

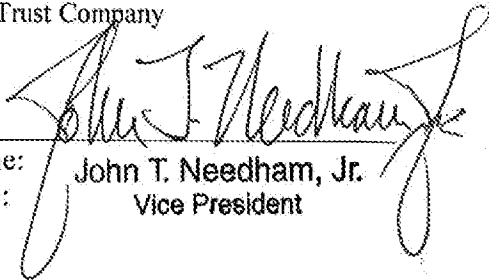
2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest, liens and other encumbrances granted to or held by the Agent in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become 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: 0431

Schedule A

U.S. Trademark Registrations and Applications

Trademark	Registration No.	Application No.
THE FIRST NAME IN LASTING VALUE	1,418,620	73553989
Design	2,040,802	75122060
BRIGHTON HOMES	2,412,033	75732752
BRIGHTON HOMES	2,395,356	75733219
KHOV.COM	2,544,720	76229518
KHOV	2,710,008	76302642
WONDER HOMES	2,671,912	76377242
LIFE. STYLE. CHOICES.	2,725,754	76379071
M&M MATZEL & MUMFORD	3,485,602	77077141
FROM YOUR HOME TO OURS	3,682,068	77496563
55 NEVER LOOKED SO GOOD	4,035,326	77518818
THE NAME BEHIND THE DREAM	3,832,465	77518822
IF YOU'RE NOT 55, YOU'LL WISH YOU WERE	3,564,614	77518838
K. HOVNANIAN	3,579,682	77518849
LET'S BUILD IT TOGETHER	2,965,030	78331095
K HOVNANIAN HOMES	3,493,815	78386335
HOME DESIGN GALLERY	3,017,498	78402978
HOVNANIAN ENTERPRISES	3,782,845	78849090
HOVNANIAN ENTERPRISES, INC. and Design	3,786,278	78849105
NATURE TECHNOLOGY	4,152,642	85245885

EFFICIENCY and Design		
NATURE TECHNOLOGY EFFICIENCY and Design	4,204,392	85245892
NATURE TECHNOLOGY EFFICIENCY	4,116,384	85245899
NATURE TECHNOLOGY EFFICIENCY	4,116,385	85245907
STYLESUITE	4,126,920	85336424