

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM448558

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Beazer Homes Holdings, LLC	FORMERLY Beazer Homes Holdings Corp.	10/24/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch, as Agent		
<b>Street Address:</b>	Eleven Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Bank: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4602151	BEAZER HOMES	
<b>Registration Number:</b>	4602152	BEAZER HOMES	
<b>Registration Number:</b>	4602153	BEAZER HOMES	
<b>Registration Number:</b>	5206518	CHOICE PLANS	
<b>Registration Number:</b>	5098753	"SHOW ME THE BUNNY!"	
<b>Serial Number:</b>	87295002	GATHERINGS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>	202-370-4750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Joanna McCall		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F173494		
<b>NAME OF SUBMITTER:</b>	Rick Harrison		
<b>SIGNATURE:</b>	/Rick Harrison/		

OP \$165.00 4602151

<b>DATE SIGNED:</b>	10/25/2017
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**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of October 24, 2017 (this "Agreement"), is made by Beazer Homes Holdings, LLC (f/k/a Beazer Homes Holdings Corp.), a Delaware limited liability company (the "Grantor") in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Agent").

**WHEREAS**, the Company and the Grantor have entered into the Second Amended and Restated Credit Agreement, dated as of September 24, 2012 (as amended pursuant to that certain First Amendment to Second Amended and Restated Credit Agreement dated as of November 10, 2014, as further amended pursuant to that certain Second Amendment to Second Amended and Restated Credit Agreement dated as of November 6, 2015, as further amended pursuant to that certain Third Amendment to Second Amended and Restated Credit Agreement dated as of October 13, 2016, as further amended pursuant to that certain Fourth Amendment to Second Amended and Restated Credit Agreement dated as of October 24, 2017, and as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the lenders that are signatories thereto (the "Lenders"), the issuers that are signatories thereto (the "Issuers"), and the Agent; and

**WHEREAS**, the Grantor entered into a Second Amended and Restated Collateral Agreement dated as of September 24, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") among the Grantor, the Agent and each other party thereto, pursuant to which the Grantor assigned, transferred and granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below) to secure, among other things, the Obligations under the Credit Agreement; and

**WHEREAS**, pursuant to the Collateral Agreement, the Grantor entered into a Trademark Security Agreement dated as of September 24, 2012 in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office; and

**WHEREAS**, pursuant to the Collateral Agreement, the Grantor agreed to execute this Agreement, in order to record further security interests granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Agent as follows:

### SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Collateral Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

### SECTION 2. Grant of Security Interest in Trademark Collateral

**SECTION 2.1 Grant of Security.** The Grantor hereby assigns and transfers to the Agent, and hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in, all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral") as collateral security for the prompt and complete

payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations:

all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extension and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

### **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

### **SECTION 4. Governing Law**

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

### **SECTION 5. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate 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.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BEAZER HOMES HOLDINGS, LLC,  
as Grantor

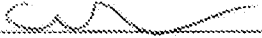
By: 

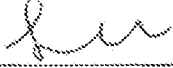
Name: Robert V. Salomon  
Title: Executive Vice President

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

**CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,**  
as Agent

By:   
Name: William O'Daly  
Title: Authorized Signatory

By:   
Name:  
Title: Joan Park  
Authorized Signatory

[Signature Page to Trademark Security Agreement]

SCHEDULE A  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

**BEAZER HOMES HOLDINGS CORP.**

Mark	Serial No.	Filing Date	Registration No.	Registration Date
BEAZER HOMES	85797524	12/7/2012	4602151	9/9/2014
BEAZER HOMES	85797597	12/7/2012	4602152	9/9/2014
BEAZER HOMES	85797608	12/7/2012	4602153	9/9/2014
CHOICE PLANS	86571450	3/20/2015	5206518	5/16/2017
"SHOW ME THE BUNNY"	86839724	12/4/2015	5098753	12/13/2016
GATHERINGS	87295002	1/10/2017	NONE	NONE