

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545709

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bridgeland Development, LP		10/17/2019	Limited Partnership: MARYLAND
RECEIVING PARTY DATA			
Name:	Keybank National Association		
Street Address:	4910 Tiedeman Road		
Internal Address:	3rd Floor		
City:	Brooklyn		
State/Country:	OHIO		
Postal Code:	44144		
Entity Type:	National Banking Association: OHIO		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	3234238	BRIDGELAND	
Registration Number:	3624385	BRIDGELAND	
Registration Number:	4115174	BRIDGELAND	
Registration Number:	3655652	BRIDGELAND	
Registration Number:	3729273	BRIDGELAND	
Registration Number:	3628448	BRIDGELAND	
Registration Number:	3652322	BRIDGELAND	
Registration Number:	3652323	BRIDGELAND	
Serial Number:	88596803	BRIDGELAND	
Registration Number:	3294733	BRIDGELAND	
Registration Number:	4558319	BRIDGELAND BILL	
Registration Number:	4554270		
Serial Number:	86684701	CREEKLAND VILLAGE	
Registration Number:	4396085	LAKELAND HEIGHTS	
Registration Number:	4939417	LAKELAND VILLAGE	
Registration Number:	5083191	LAKELAND VILLAGE CENTER	
Registration Number:	5470015	PARKLAND VILLAGE	
Serial Number:	87739831	PARKLAND VILLAGE CENTER	
TRADEMARK			

OP \$565.00 3234238

Property Type	Number	Word Mark
Serial Number:	86684699	PRAIRIELAND VILLAGE
Serial Number:	88625253	BRIDGELAND CENTRAL
Serial Number:	88625257	BRIDGELAND CENTRAL
Serial Number:	88625261	BRIDGELAND CENTRAL

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: 3128762837
Email: angelica.pogson@dentons.com
Correspondent Name: Dentons US LLP
Address Line 1: P.O. Box #061080
Address Line 2: Wacker Drive Station, Willis Tower
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Tara Reedy Sliva
SIGNATURE:	/tara reedy sliva/
DATE SIGNED:	10/18/2019

Total Attachments: 6

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United States Trademark Security Agreement

THIS UNITED STATES TRADEMARK SECURITY AGREEMENT, dated as of October 17, 2019 (this “**Agreement**”), is made by **BRIDGELAND DEVELOPMENT, LP**, a Maryland limited partnership (the “**Grantor**”) in favor of **KEYBANK NATIONAL ASSOCIATION**, as Agent (the “**Agent**”).

WHEREAS, TWL-Bridgeland Holding Company, LLC (the “**Borrower**”), Agent and the lenders now or hereafter a party thereto (collectively, the “**Lenders**”) entered into a Fifth Amended and Restated Master Credit Agreement dated as of the date hereof (as amended, restated, supplemented, extended, replaced, increased, refinanced or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, in connection with the Credit Agreement, Grantor entered into that certain Third Amended and Restated Unconditional Guaranty of Payment and Performance, dated as of the date hereof (as amended, restated, supplemented, extended, replaced, increased, refinanced or otherwise modified from time to time, the “**Guarantee**”), in favor of the Agent and the Lenders;

WHEREAS, in connection with the Credit Agreement, the Grantor entered into that certain Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of the date hereof (as amended, restated, supplemented, extended, replaced, increased, refinanced or otherwise modified from time to time, the “**Deed of Trust**”) in favor of Agent; and

WHEREAS, the Credit Agreement requires the Grantor to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral.

The Grantor hereby unconditionally grants and pledges to Agent, to secure the Obligations and the Hedge Obligations (but excluding any Excluded Hedge Obligations), a continuing lien and security interest in all of its right, title and interest in, to and under the following Collateral, whether now owned or hereafter acquired or arising and wherever located (collectively, the “**Trademark Collateral**”):

- (i) all of its United States trademarks, including those referred to on Schedule I hereto and any common law rights or other rights that may be available under State law or the federal Lanham Act;
- (ii) all extensions, modifications and renewals thereof;
- (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof;
- (iv) the right to sue for past, present and future infringements and dilutions thereof;
- (v) the goodwill of the Grantor’s business symbolized by the foregoing or connected therewith;
- (vi) all of Grantor’s rights corresponding thereto throughout the world; and

- (vii) all proceeds and products in respect of any of the foregoing, whether tangible or intangible.

Notwithstanding the foregoing, in no event shall Trademark Collateral include or the security interest granted under this Section 2 attach to any United States intent-to-use trademark applications to the extent, if any, that, and solely during the period, if any, in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such intent-to-use trademark applications or the validity or enforceability of registrations issuing from such intent-to-use trademark applications.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Deed of Trust and the Grantor hereby acknowledges and agrees 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 Deed of Trust, 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 Deed of Trust, the provisions of the Deed of Trust shall control.

SECTION 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility, subject to Grantor's reasonable business judgment, for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its trademarks subject to a security interest hereunder.

SECTION 5. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart to this Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.


SECTION 6. Governing Law. The validity of this Agreement, the construction, interpretation, and enforcement hereof, and the rights of the parties hereto with respect to all matters arising hereunder or related hereto shall be determined under, governed by, and construed in accordance with the laws of the State of Texas.

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IN WITNESS WHEREOF, the undersigned has caused this United States Trademark Security Agreement to be duly executed and delivered as of the date first above written.

BRIDGELAND DEVELOPMENT, LP, a Maryland limited partnership

By: Bridgeland GP, LLC, a Delaware limited liability company, its sole general partner

By: 

Name: David O'Leilly
Title: CFO

Acknowledged and agreed to as of the date hereof:

Agent:

KEYBANK NATIONAL ASSOCIATION, as Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned has caused this United States Trademark Security Agreement to be duly executed and delivered as of the date first above written.

BRIDGELAND DEVELOPMENT, LP, a Maryland limited partnership

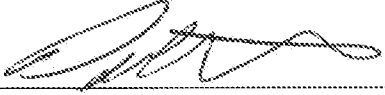
By: Bridgeland GP, LLC, a Delaware limited liability company, its sole general partner

By: _____
Name:
Title:

Acknowledged and agreed to as of the date hereof:

Agent:

KEYBANK NATIONAL ASSOCIATION, as Agent

By: 
Name:
Title: **DANIEL L. SILBERT**
SR. VICE PRESIDENT

SCHEDULE I

United States Trademark Applications and Registrations

MARK	OWNER	STATUS	APPLICATION NO.	REGISTRATION DATE	REGISTRATION NO.
BRIDGELAND	Bridgeland Development, LP	Reg	78381090	04/24/2007	3234238
BRIDGELAND	Bridgeland Development, LP	Reg	77463468	05/19/2009	3624385
BRIDGELAND	Bridgeland Development, LP	Reg	77463484	03/20/2012	4115174
BRIDGELAND	Bridgeland Development, LP	Reg	77463513	07/14/2009	3655652
BRIDGELAND	Bridgeland Development, LP	Reg	77463537	12/22/2009	3729273
BRIDGELAND	Bridgeland Development, LP	Reg	77463593	05/26/2009	3628448
BRIDGELAND	Bridgeland Development, LP	Reg	77463614	07/07/2009	3652322
BRIDGELAND	Bridgeland Development, LP	Reg	77463626	07/07/2009	3652323
BRIDGELAND	Bridgeland Development, LP	Pending	88596803	-	-
BRIDGELAND & Design	Bridgeland Development, LP	Reg	78517945	09/18/2007	3294733
BRIDGELAND BILL	Bridgeland Development, LP	Reg	85840778	07/01/2014	4558319
Bridgeland Bill Design	Bridgeland Development, LP	Reg	85840775	06/24/2014	4554270
CREEKLAND VILLAGE	Bridgeland Development, LP	Pending	86684701	-	-
LAKELAND HEIGHTS	Bridgeland Development, LP	Reg	85835899	09/03/2013	4396085

(United States Trademark Security Agreement)

MARK	OWNER	STATUS	APPLICATION NO.	REGISTRATION DATE	REGISTRATION NO.
LAKELAND VILLAGE	Bridgeland Development, LP	Reg	86684704	04/19/2016	4939417
LAKELAND VILLAGE CENTER	Bridgeland Development, LP	Reg	86684707	11/15/2016	5083191
PARKLAND VILLAGE	Bridgeland Development, LP	Reg	86684698	05/15/2018	5470015
PARKLAND VILLAGE CENTER	Bridgeland Development, LP	Pending	87739831	-	-
PRAIRIELAND VILLAGE	Bridgeland Development, LP	Pending	86684699	-	-
BRIDGELAND CENTRAL	Bridgeland Development, LP	Pending	88625253		
BRIDGELAND CENTRAL	Bridgeland Development, LP	Pending	88625257		
BRIDGELAND CENTRAL	Bridgeland Development, LP	Pending	88625261		

Texas Trademark Applications and Registrations

MARK	OWNER	STATUS	APPLICATION NO.	REGISTRATION DATE	TEXAS REGISTRATION NO.
BRIDGELAND	Bridgeland Development, LP	Reg		09/18/2006	800703333
Five Trusses Design	Bridgeland Development, LP	Reg		08/15/2007	800841768