

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM589955

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (RECORDED AT REEL/FRAME 6788/0767)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BLACKSTONE CAPITAL PARTNERS VI NQ/NF L.P.		07/31/2020	Limited Partnership: DELAWARE
BLACKSTONE FAMILY INVESTMENT PARTNERSHIP VI-NQ - ESC L.P.		07/31/2020	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	STEARNS LENDING, LLC
Street Address:	401 E. CORPORATE DRIVE
Internal Address:	SUITE 150
City:	LEWISVILLE
State/Country:	TEXAS
Postal Code:	75057
Entity Type:	Limited Liability Company: CALIFORNIA

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2926090	STEARNS
Registration Number:	4033704	STEARNS
Registration Number:	3178045	
Registration Number:	3700441	OUTRAGEOUSLY TALENTED
Registration Number:	4193919	WE CAN HELP YOU!
Registration Number:	4736449	BUILDER SECURELOCK
Registration Number:	4543298	MEETING YOUR NEEDS. EXCEEDING YOUR EXPECTATIONS
Registration Number:	5162766	QUALIFI
Registration Number:	4605629	STEARNS ADVANTAGE
Registration Number:	4541888	STEARNS FINANCIAL INSTITUTIONS GROUP
Registration Number:	4375020	STEARNS HOME LOANS
Registration Number:	5655988	STEARNS ORIJIN
Registration Number:	4749032	STEARNS PREMIER PATH
Registration Number:	4543600	STEARNSSAVER

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86583096	STEARNS ORIJIN
Serial Number:	86583115	STEARNS ORIJIN

CORRESPONDENCE DATA

Fax Number: 2124552502

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: (212)455-3605

Email: ksolomon@stblaw.com

Correspondent Name: GENEVIEVE DORMENT, ESQ.

Address Line 1: SIMPSON THACHER & BARTLETT LLP

Address Line 2: 425 LEXINGTON AVENUE

Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	010395/1769
NAME OF SUBMITTER:	GENEVIEVE DORMENT
SIGNATURE:	/GD/
DATE SIGNED:	08/03/2020

Total Attachments: 4

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

TERMINATION AND RELEASE dated as of July 31, 2020, from BLACKSTONE CAPITAL PARTNERS VI NQ/NF L.P. and BLACKSTONE FAMILY INVESTMENT PARTNERSHIP VI-NQ - ESC L.P. (jointly but not severally, the "Lender") to STEARNS LENDING, LLC, a California limited liability company (the "Company").

WITNESSETH:

WHEREAS, pursuant to the Guarantee, Pledge and Security Agreement, dated as of November 5, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Lender, the Company granted a security interest (the "Security Interest") to the Lender in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of November 5, 2019, among the Lender and the Company (the "Trademark Security Agreement"), the Company, by reference to the Security Agreement, reaffirmed its intent to grant the Security Interest to the Lender in the Trademark Collateral (as that term is defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on November 5, 2019 at Reel 6788 and Frame 0767.

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

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Lender hereby states as follows:

1. Definitions. Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Trademark Security Agreement.

2. Release of Security Interest. The Lender hereby terminates, releases and discharges, without recourse, representation or warranty, its Security Interest in the Trademark Collateral, and any right, title or interest of the Lender in such Trademark Collateral shall hereby cease and become void.

3. Governing Law. THIS TERMINATION AND RELEASE AND THE RIGHTS AND OBLIGATIONS OF EACH PARTY HERETO SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

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

BLACKSTONE CAPITAL PARTNERS VI
NQ/NF L.P., as the Lender

By: 
Name: Martin Brand
Title: Senior Managing Director

BLACKSTONE FAMILY INVESTMENT
PARTNERSHIP VI-NQ - ESC L.P., as the Lender

By: 
Name: Martin Brand
Title: Senior Managing Director

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

PLEDGOR OWNER	MARK	COUNTRY	REG. NO.	APP. NO.	FILING DATE	ISSUE DATE
Stearns Lending, LLC	STEARNS	USA	2926090	78/3263 63	11/21/2003	2/8/2005
Stearns Lending, LLC	STEARNS	USA	4033704	85/1075 40	8/13/2010	10/4/2011
Stearns Lending, LLC	Star Design	USA	3178045	78/5053 16	10/25/2004	11/28/2006
Stearns Lending, LLC	OUTRAGEOUSLY TALENTED	USA	3700441	78/9627 39	8/29/2006	10/20/2009
Stearns Lending, LLC	WE CAN HELP YOU!	USA	4193919	85/5032 92	12/23/2011	8/21/2012
Stearns Lending, LLC	BUILDER SECURELOCK	USA	4736449	86/2133 13	3/6/2014	5/12/2015
Stearns Lending, LLC	MEETING YOUR NEEDS. EXCEEDING YOUR EXPECTATIONS.	USA	4543298	86/0994 64	10/23/2013	6/3/2014
Stearns Lending, LLC	QUALIFI	USA	5162766	86/9814 19	12/2/2015	3/14/2017
Stearns Lending, LLC	STEARNS ADVANTAGE	USA	4605629	86/2526 57	4/15/2014	9/16/2014
Stearns Lending, LLC	STEARNS FINANCIAL INSTITUTIONS GROUP	USA	4541888	85/8957 39	4/4/2013	6/3/2014
Stearns Lending, LLC	STEARNS HOME LOAN	USA	4375020	85/7333 59	9/19/2012	7/30/2013
Stearns Lending, LLC	STEARNS ORIJIN	USA	5655988	86/6010 83	4/17/2015	1/15/2019
Stearns Lending, LLC	STEARNS PREMIER PATH	USA	4749032	86/1924 82	2/13/2014	6/2/2015
Stearns Lending, LLC	STEARNSSAVER	USA	4543600	86/1280 71	11/25/2013	6/3/2014

Trademark Applications:

PLEDGOR OWNER	MARK	COUNTRY	APPLICATION NO.	FILING DATE
Stearns Lending, LLC	STEARNS ORIJIN and Design	USA	86/583096	3/31/2015
Stearns Lending, LLC	STEARNS ORIJIN and Design	USA	86/583115	3/31/2015