

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM644392

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Homes by West Bay, LLC		05/03/2021	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC, as Agent		
Street Address:	225 W. Washington Street		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5985922	CASA FRESCA HOMES WHY NOT START FRESH?	
Registration Number:	4383015	HOMES BY WESTBAY	
Registration Number:	4380345	HOMES BY WESTBAY	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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>			
Phone:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	795412		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	05/05/2021		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of May 3, 2021, by Homes by West Bay, LLC (the “Grantor”), in favor of ALTER DOMUS (US) LLC, in its capacity as Agent pursuant to the Note Purchase Agreement (in such capacity, collectively with its successors and/or assigns, “Agent”).

WITNESSETH:

WHEREAS, Grantor is party to the Pledge and Security Agreement, dated as of May 3, 2021 (as amended, restated, modified, supplemented or replaced from time to time, the “Security Agreement”) in favor of Agent, for its benefit and the benefit of the Secured Parties, pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Agent, for its benefit and the benefit of the Secured Parties, to enter into the Note Purchase Agreement, Grantor hereby agrees with Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to Agent, for its benefit and the benefit of the Secured Parties, a lien on and security interest in and to all of its right, title and interest in, to and under all the Trademarks of Grantor, including those listed on Schedule I attached hereto and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent, for its benefit and the benefit of the Secured Parties, pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Agent shall otherwise determine.

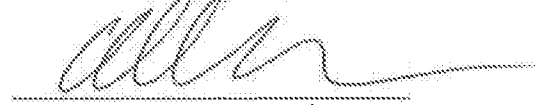
SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.12 thereof, Agent shall, at the expense of Grantor, execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement and any other documents required to evidence the termination of Agent’s interest in the Trademarks.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

"GRANTOR"

HOMES BY WEST BAY, LLC

By:



Name: Wilhelm A. Neumann

Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007280 FRAME: 0493

ALTER DOMUS (US) LLC,
as Agent

By: 
Name: Jon Kirschmeier
Title: Associate Counsel

[Signature Page to Trademark Security Agreement]

**Schedule I
to
TRADEMARK SECURITY AGREEMENT
UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS**

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Homes By West Bay, LLC (February 11, 2020)	5985922	Casa Fresca Homes/Why Not Start Fresh, with design
Homes By West Bay, LLC (August 13, 2013)	4383015	Homes By WestBay word only mark
Homes By West Bay, LLC (August 6, 2013)	4380345	Homes By WestBay word only mark

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
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