

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM647376

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900614262		
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:	Wells Fargo Bank, as administrative agent		
Street Address:	1 Independent Drive, 8th Floor		
Internal Address:	MAC Z3094-083		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32202		
Entity Type:	National Banking Association: 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:	4045818330		
<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:	404-581-8138		
Email:	nytef@jonesday.com		
Correspondent Name:	John K. Tomes		
Address Line 1:	Jones Day		
Address Line 2:	250 Vesey Street		
Address Line 4:	New York, NEW YORK 10281		
ATTORNEY DOCKET NUMBER:	230397-650433		
NAME OF SUBMITTER:	Elba L. Bermudez		
SIGNATURE:	/Elba L. Bermudez/		
DATE SIGNED:	05/17/2021		

Total Attachments: 5

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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 WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, collectively with its successors and/or assigns, “Administrative 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 Administrative 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 Administrative Agent, for its benefit and the benefit of the Secured Parties, to enter into the Credit Agreement, Grantor hereby agrees with Administrative 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 Administrative 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 Administrative 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 Administrative 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 Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.12 thereof, Administrative 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

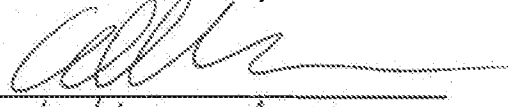
interest in the Trademarks under this Trademark Security Agreement and any other documents required to evidence the termination of Administrative Agent's interest in the Trademarks.

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.

[Signatures Follow]

"GRANTOR"

HOMES BY WEST BAY, LLC


By: 

Name: Wilhelm A. Nass

Title: President

"ADMINISTRATIVE AGENT"

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Susan Beaugrand
Title: Managing Director

[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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NAI-1517917463v3