

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM713798

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zonda Home Canada, Inc.		03/10/2022	Corporation: BRITISH COLUMBIA
RECEIVING PARTY DATA			
Name:	Barings Finance LLC		
Street Address:	300 S. Tryon Street		
Internal Address:	Suite 2500		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5776507	ALPHA IMMERSIVE	
Registration Number:	5620185	AV ALPHA VISION	
Registration Number:	2208399	ALPHA VISION	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	14155911000		
Email:	TrademarksCH@winston.com		
Correspondent Name:	Becky L. Troutman, Winston & Strawn LLP		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Becky L. Troutman		
SIGNATURE:	/Becky L. Troutman/ mp		
DATE SIGNED:	03/11/2022		
Total Attachments: 6			
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This **TRADEMARK SECURITY AGREEMENT**, dated as of March 10, 2022 (as amended, restated, amended and restated, supplemented and otherwise modified from time to time, this “**Agreement**”), is made by Zonda Home Canada, Inc., a British Columbia corporation (the “**Grantor**”) in favour of Barings Finance LLC for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, the Grantor is party to a Canadian Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented and otherwise modified from time to time, the “**Security Agreement**”), between the Grantor and the Administrative Agent pursuant to which the Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

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 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

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, the Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties 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**”); provided that the Trademark Collateral shall not include any Excluded Assets:

(i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the Canadian Intellectual Property Office and the United States Patent and Trademark Office, including the registrations and registrations applications listed in Schedule A hereto, or any similar offices, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by the Grantor; and (b) all goodwill connected with the use thereof and symbolized thereby,

(ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,

- (iii) all rights corresponding to the foregoing throughout the world, and
- (iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

SECTION 2.1 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, to the extent applicable, 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, and acceptance by the United States Patent and Trademark Office, 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 Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security 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 Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

The Grantor hereby authorizes and requests that the Canadian Intellectual Property Office or United States Patent and Trademark Office, as applicable, record this Agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE PROVINCE OF BRITISH COLUMBIA AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN.

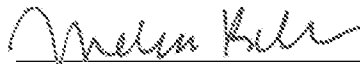
SECTION 7. COUNTERPARTS

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.

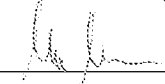
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IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ZONDA HOME CANADA, INC.

By: 
Name: Melissa Billiter
Title: Chief Financial Officer, Executive Vice President
and Secretary

BARINGS FINANCE LLC,
as Administrative Agent

By:  _____

Name: L. Max McEwen

Title: Managing Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

CANADIAN TRADEMARK REGISTRATIONS AND APPLICATIONS

Current Owner/ Applicant	Trademark	Filing Date	Registration Date	Registration No.	Application No.
Zonda Home Canada Inc.	AlphaImmersive & Design	2017-12-21	2019-09-13	TMA1054147	1874658
Zonda Home Canada Inc.	ALPHAVIEW & Design	2017-09-15	2019-06-11	TMA1024468	1857833
Zonda Home Canada Inc.	ALPHAMAPS & Design	2017-09-15	2019-05-30	TMA1022937	1857825
Zonda Home Canada Inc.	ALPHACENTER & Design	2017-09-15	2019-05-30	TMA1022934	1857845
Zonda Home Canada Inc.	A V Ribbon Design	2013-11-14	2015-02-12	TMA896346	1652762
Zonda Home Canada Inc.	ALPHAPLANS & Design	2017-09-15	2019-05-30	TMA1022936	1857838
Zonda Home Canada Inc.	ALPHAVISION & Design	2017-09-15	2019-05-30	TMA1022935	1857840
Zonda Home Canada Inc.	ALPHA VISION	2013-11-14	2015-06-26	TMA907302	1653084
Zonda Home Canada Inc.	A V Division Ribbon Design	2013-11-14	2015-02-12	TMA896344	1652763

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Current Owner/ Applicant	Trademark	Registration Date	Registration No.	Application No.
Zonda Home Canada Inc.	ALPHAIMMERSIVE	2019-06-11	5776507	87702686
Zonda Home Canada Inc.	ALPHAVISION & Design	2018-12-04	5620185	87613467
Zonda Home Canada Inc.	ALPHA VISION	1998-12-08	2208399	75314509