

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM761580

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Agent		10/13/2022	Bank: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Beazer Homes Holdings, LLC		
Street Address:	1000 Abernathy Road NE, Suite 260		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4602151	BEAZER HOMES	
Registration Number:	4602152	BEAZER HOMES	
Registration Number:	4602153	BEAZER HOMES	
Registration Number:	5206518	CHOICE PLANS	
Registration Number:	5098753	"SHOW ME THE BUNNY!"	
Serial Number:	87295002	GATHERINGS	
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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1809874 TM 2017		
NAME OF SUBMITTER:	Theresa Volano		

OP \$165.00 4602151

SIGNATURE:	/Theresa Volano/
DATE SIGNED:	10/17/2022
Total Attachments: 4 source=Beazer - Trademark Release (TMSA October 2017) filing#page2.tif source=Beazer - Trademark Release (TMSA October 2017) filing#page3.tif source=Beazer - Trademark Release (TMSA October 2017) filing#page4.tif source=Beazer - Trademark Release (TMSA October 2017) filing#page5.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of October 13, 2022 (this “Release”), is made by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, in its capacity as Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the “Agent”), in favor of Beazer Homes Holdings, LLC (f/k/a Beazer Homes Holdings Corp.), a Delaware limited liability company (the “Grantor”). Capitalized terms not otherwise defined in this Release shall have the meanings provided or provided by reference in the Trademark Security Agreement, or if not defined therein, in the Credit Agreement or Collateral Agreement, as applicable.

WHEREAS, reference is made to that certain Second Amended and Restated Credit Agreement, dated as of September 24, 2012 (as amended by that certain First Amendment to Second Amended and Restated Credit Agreement, dated as of November 10, 2014, that certain Second Amendment to Second Amended and Restated Credit Agreement, dated as of November 6, 2015, that certain Third Amendment to Second Amended and Restated Credit Agreement dated as of October 13, 2016, that certain Fourth Amendment to Second Amended and Restated Credit Agreement dated as of October 24, 2017, that certain Fifth Amendment to Second Amended and Restated Credit Agreement dated as of October 1, 2018, that certain Sixth Amendment to Second Amended and Restated Credit Agreement dated as of February 20, 2019, that certain Seventh Amendment to Second Amended and Restated Credit Agreement dated as of September 9, 2019, that certain Eighth Amendment to Second Amended and Restated Credit Agreement dated as of April 27, 2020, that certain Ninth Amendment to Second Amended and Restated Credit Agreement dated as of October 8, 2020, that certain Tenth Amendment to Second Amended and Restated Credit Agreement dated as of September 23, 2021 and as further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the Lenders and Issuers party thereto and the Agent, among others;

WHEREAS, pursuant to the Credit Agreement, the Grantor and the Agent, among others, entered into that certain Second Amended and Restated Collateral Agreement, dated as of September 24, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”);

WHEREAS, pursuant to the Collateral Agreement, the Grantor executed and delivered that certain Trademark Security Agreement, dated as of October 24, 2017 (the “Trademark Security Agreement”), in favor of the Agent, which was recorded in the records of the United States Patent and Trademark Office (“USPTO”) on October 25, 2017 at Reel 6190, Frame 0094;

WHEREAS, pursuant to the Collateral Agreement and the Trademark Security Agreement, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor’s obligations, each Grantor assigned and transferred to the Agent, and granted to the Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title, and interest in, to, and under:

all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade

styles, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof, (ii) all extension and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, the “Trademark Collateral”), including, without limitation, the registrations and applications listed in Schedule A attached hereto and made a part hereof;

WHEREAS, the Grantor has requested that the Agent execute and deliver this Release to evidence the release of the Security Interest in the Trademark Collateral for filing and recordation with the USPTO.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent, without any representation, warranty or recourse of any kind or nature, hereby releases and terminates the entirety the Security Interest in the Trademark Collateral, and re-transfers, re-conveys and re-assigns to the Grantor, any and all right, title or interest it may have in, to, or under the Trademark Collateral of the Grantor. The Agent, without any representation, warranty or recourse of any kind or nature, hereby terminates the Trademark Security Agreement. The Grantor, and any successor to the Grantor (including any person or entity hereafter holding any right, title or interest in, to or under the Trademark Collateral of the Grantor) is authorized to record this Release in the USPTO with respect to the Trademark Collateral of the Grantor.

THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).


The Agent hereby agrees, at the Grantor’s sole expense, to execute and deliver such other documents or to take such other reasonably requested action to evidence the release of the Security Interest contemplated by this Release.

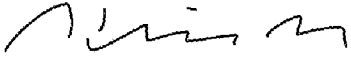
This Release may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Signature Page Follows]

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

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Agent

By: 
Name: William O'Daly
Title: Authorized Signatory

By: 
Name: Heesu Sin
Title: Authorized Signatory

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

BEAZER HOMES HOLDINGS CORP.

Mark	Serial No.	Filing Date	Registration No.	Registration Date
BEAZER HOMES	85797524	12/7/2012	4602151	9/9/2014
BEAZER HOMES	85797597	12/7/2012	4602152	9/9/2014
BEAZER HOMES	85797608	12/7/2012	4602153	9/9/2014
CHOICE PLANS	86571450	3/20/2015	5206518	5/16/2017
“SHOW ME THE BUNNY”	86839724	12/4/2015	5098753	12/13/2016
GATHERINGS	87295002	1/10/2017	NONE	NONE