

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM761581

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
Name:	Clarksburg Skylark, LLC
Street Address:	1000 ABERNATHY ROAD, SUITE 260
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	Limited Liability Company: MARYLAND

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	3432267	A HIGHER MEASURE OF HOME
Registration Number:	2758954	BEAZER HOMES
Registration Number:	3509602	BEAZER HOMES A HIGHER MEASURE OF HOMES
Registration Number:	2957786	BEAZER
Registration Number:	2972199	BEAZER
Registration Number:	3781776	ESMART BY BEAZER HOMES
Registration Number:	4020121	ESMART GREEN
Registration Number:	3781775	ESMART HOMES
Registration Number:	3858280	ESMART PLUS
Registration Number:	2950162	GATHERINGS
Registration Number:	3505934	INSIDE THE WALLS
Registration Number:	3517496	SMARTDESIGN

TRADEMARK

REEL: 007869 FRAME: 0726

900726081

OP \$465.00 3432267

Property Type	Number	Word Mark
Registration Number:	2921312	SOMEDAY STARTS TODAY
Registration Number:	2907613	ARORAHILLS
Registration Number:	2752778	DESIGNED BY NATURE. BUILT BY ARTISTS.
Serial Number:	85274436	BEAZER CERTIFIED PRE-OWNED HOMES
Serial Number:	85274432	BEAZER HOMES PRE-OWNED
Serial Number:	85274434	BEAZER PRE-OWNED HOMES

CORRESPONDENCE DATA

Fax Number:

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: 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 2012
NAME OF SUBMITTER:	Theresa Volano
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	10/17/2022

Total Attachments: 4
source=Beazer - Trademark Release (TMSA September 2012) filing#page3.tif
source=Beazer - Trademark Release (TMSA September 2012) filing#page4.tif
source=Beazer - Trademark Release (TMSA September 2012) filing#page5.tif
source=Beazer - Trademark Release (TMSA September 2012) filing#page6.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.) and Clarksburg Skylark, LLC (each a “Grantor” and collectively, the “Grantors”). 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 Grantors 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 Grantors executed and delivered that certain Trademark Security Agreement, dated as of September 24, 2012 (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 September 24, 2012 at Reel 4866, Frame 0529;

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, each 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 each Grantor, any and all right, title or interest it may have in, to, or under the Trademark Collateral of such Grantor. The Agent, without any representation, warranty or recourse of any kind or nature, hereby terminates the Trademark Security Agreement Each Grantor, and any successor to such Grantor (including any person or entity hereafter holding any right, title or interest in, to or under the Trademark Collateral of such Grantor) is authorized to record this Release in the USPTO with respect to the Trademark Collateral of such 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).

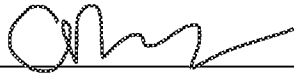
The Agent hereby agrees, at the Grantor’s sole expense, to execute and deliver such other documents or to take such other reasonably requested action to evidence the release of the Security Interest contemplated by this Release.

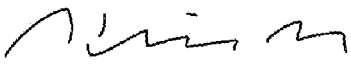
This Release may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[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
A HIGHER MEASURE OF HOME	77124796	03/07/2007	3432267	05/20/2008
BEAZER CERTIFIED PRE-OWNED HOMES	85274436	03/23/2011	Pending Intent-to-Use Application	
BEAZER HOMES	78158064	08/27/2002	2758954	09/02/2003
BEAZER HOMES A HIGHER MEASURE OF HOMES	77214314	06/25/2007	3509602	09/30/2008
BEAZER HOMES PRE-OWNED LOGO	85274432	03/23/2011	Pending Intent-to-Use Application	
BEAZER Logo (leaves on side)	76546392	09/22/2003	2957786	05/31/2005
BEAZER Logo (leaves on top)	76545733	09/22/2003	2972199	07/19/2005
BEAZER PRE-OWNED HOMES	85274434	03/23/2011	Pending Intent-to-Use Application	
ESMART BY BEAZER HOMES	77443153	04/08/2008	3781776	04/27/2010
ESMART GREEN	77900781	12/24/2009	4020121	08/30/2011
ESMART HOMES	77443152	04/08/2008	3781775	04/27/2010
ESMART PLUS	77900779	12/24/2009	3858280	10/05/2010
GATHERINGS	78279997	07/29/2003	2950162	05/10/2005
INSIDE THE WALLS	77124790	03/07/2007	3505934	09/23/2008
SMARTDESIGN	77214237	06/25/2007	3517496	10/14/2008
SOMEDAY STARTS TODAY	76524148	06/20/2003	2921312	01/25/2005

CLARKSBURG SKYLARK, LLC

Mark	Serial No.	Filing Date	Registration No.	Registration Date
ARORAHILLS	76474069	12/11/2002	2907613	12/07/2004
DESIGNED BY NATURE. BUILT BY ARTISTS.	76474068	12/11/2002	2752778	08/19/2003