

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM844123

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST IN TRADEMARKS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WILMINGTON TRUST, NATIONAL ASSOCIATION		10/05/2023	NATIONAL ASSOCIATION: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	K. HOV IP, II, INC.		
<b>Street Address:</b>	90 MATAWAN ROAD		
<b>City:</b>	MATAWAN		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07747		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4035326	55 NEVER LOOKED SO GOOD	
<b>Registration Number:</b>	3682068	FROM YOUR HOME TO OURS	
<b>Registration Number:</b>	3017498	HOME DESIGN GALLERY	
<b>Registration Number:</b>	3782845	HOVNIANIAN ENTERPRISES	
<b>Registration Number:</b>	3786278	HOVNIANIAN ENTERPRISES, INC.	
<b>Registration Number:</b>	3564614	IF YOU'RE NOT 55, YOU'LL WISH YOU WERE	
<b>Registration Number:</b>	3493815	K HOVNIANIAN HOMES	
<b>Registration Number:</b>	5702299	K HOVNIANIAN HOMES	
<b>Registration Number:</b>	3579682	K. HOVNIANIAN	
<b>Registration Number:</b>	2710008	KHOV	
<b>Registration Number:</b>	2544720	KHOV.COM	
<b>Registration Number:</b>	2965030	LET'S BUILD IT TOGETHER	
<b>Registration Number:</b>	2725754	LIFE. STYLE. CHOICES.	
<b>Registration Number:</b>	1418620	THE FIRST NAME IN LASTING VALUE	
<b>Registration Number:</b>	3832465	THE NAME BEHIND THE DREAM	
<b>Registration Number:</b>	2671912	WONDER HOMES	
<b>Registration Number:</b>	2040802		
<b>Registration Number:</b>	2412033	BRIGHTON HOMES	
<b>Registration Number:</b>	2395356	BRIGHTON HOMES	

CH \$515.00 4035326

Property Type	Number	Word Mark
Registration Number:	5179939	MISSION EXCELLENCE
<b>CORRESPONDENCE DATA</b>		
Fax Number:	2124552502	
<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:	2124553762	
Email:	ksolomon@stblaw.com	
Correspondent Name:	ALYSHA SEKHON, ESQ.	
Address Line 1:	SIMPSON THACHER & BARTLETT LLP	
Address Line 2:	425 LEXINGTON AVENUE	
Address Line 4:	NEW YORK, NEW YORK 10017	
ATTORNEY DOCKET NUMBER:	45050/0127	
NAME OF SUBMITTER:	ALYSHA SEKHON	
SIGNATURE:	/AS/	
DATE SIGNED:	10/06/2023	
<b>Total Attachments: 4</b>		
source=HOV- TM release 1.25L Notes (Executed)#page1.tif		
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## RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of October 5, 2023 (this "Release"), is made by Wilmington Trust, National Association, as Trustee, Collateral Agent, Joint First Lien Collateral Agent, Senior Credit Agreement Administrative Agent and 1.25 Lien Collateral Agent (in such capacity, the "1.25 Lien Collateral Agent") in favor of K. HOV IP, II, INC., a California corporation (the "Grantor").

WHEREAS, pursuant to that certain Indenture, dated as of October 31, 2019, by and among K. Hovnanian Enterprises, Inc. (the "Issuer"), Hovnanian Enterprises, Inc. ("Hovnanian"), each of the other guarantors party thereto and Wilmington Trust, National Association, as trustee (in such capacity, the "Trustee") and as collateral agent (in such capacity, the "Collateral Agent"), pursuant to which Issuer issued the 10.5% Senior Secured 1.1.25 Lien Notes due 2026 (the "Secured Notes") (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Indenture"), that certain First Lien Collateral Agency Agreement, dated as of October 31, 2019, by and among Issuer, Hovnanian, each of the other grantors party thereto and the 1.25 Lien Collateral Agent, pursuant to which Issuer and the 1.25 Lien Collateral Agent, among others, appointed Wilmington Trust, National Association, as the joint collateral perfection agent and gratuitous bailee for the benefit of, and on behalf of the collateral agents party thereto and the holders of the Secured Notes, the Secured Notes (as defined in the 1.125 Lien Security Agreement) and the Secured Notes (as defined in the 1.5 Lien Security Agreement) and certain other secured notes which may be issued from time to time in accordance with the Indenture and for the lenders and collateral agent under the Senior Credit Agreement (as defined below) (in such capacity, the "Joint First Lien Collateral Agent") solely for the purpose of perfecting the Liens granted under the First Lien Collateral Documents (as defined in the Collateral Agency Agreement) (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Collateral Agency Agreement"), that certain Credit Agreement, dated as of October 31, 2019, by and among Issuer, Hovnanian, each of the other Guarantors party thereto, Wilmington Trust, National Association, in its capacities as administrative agent and as collateral agent (in such capacity, the "Senior Credit Agreement Administrative Agent") and the lenders from time to time party thereto (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Senior Credit Agreement"), that certain First Lien Intercreditor Agreement, dated as of October 31, 2019, by and among Issuer, Hovnanian, the other Grantors party thereto and each First Lien Collateral Agent referenced therein and the Joint First Lien Collateral Agent (as amended, supplemented, amended and restated or otherwise modified from time to time, the "First Lien Intercreditor Agreement"), and that certain Security Agreement, dated as of October 31, 2019, by and among the Grantors party thereto, the 1.25 Lien Collateral Agent and certain other parties thereto (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement"), the Grantor granted a security interest to the 1.25 Lien Collateral Agent in certain Intellectual Property as security for such loans and other obligations;

WHEREAS, the Grantor executed and delivered to the 1.25 Lien Collateral Agent, the Trademark Security Agreement, dated as of October 31, 2019 (the "Trademark Security Agreement"), pursuant to which the Grantor granted to the 1.25 Collateral Agent, to secure the full payment and performance of all Secured Obligations, a security interest in the entire right, title and interest of such Grantor in and to all of its Trademarks (other than excluded Collateral), including those set forth on Schedule A attached hereto (collectively, the "Trademark Collateral")(such security interest, the "Security Interest"); and

WHEREAS the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on November, 6 2019 at Reel/Frame 6790/0020;

WHEREAS, 1.25 Lien Collateral Agent wishes to provide a document suitable for recording, in the USPTO, confirming the termination, cancellation, relinquishment, release and discharge of the Security

Interest in the Trademark Collateral, including the Trademarks listed on Schedule A attached hereto, and the re-assignment of any and all rights in same to the Grantor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the 1.25 Lien Collateral Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used herein, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Indenture, Collateral Agency Agreement, Senior Credit Agreement, First Lien Intercreditor Agreement, Security Agreement or the Trademark Security Agreement, as applicable.

2. Release. 1.25 Lien Collateral Agent, on behalf of itself and the Secured Parties, hereby acknowledges that the Grantor has satisfied its obligations under the Indenture, and hereby acknowledges the automatic termination and cancellation of, and hereby terminates and cancels, the Trademark Security Agreement. The 1.25 Lien Collateral Agent, on behalf of itself and the Secured Parties, hereby releases, relinquishes, discharges, terminates and cancels the Security Interest in all right, title and interest in and to the Trademark Collateral, including, without limitation, the Trademarks set forth on Schedule A attached hereto, together with the goodwill of the business symbolized thereby, arising under the Indenture, Collateral Agency Agreement, Senior Credit Agreement, First Lien Intercreditor Agreement, Security Agreement and/or the Trademark Security Agreement, and any right, title or interest of 1.25 Lien Collateral Agent in the Trademark Collateral shall hereby cease and become void. If and to the extent that the 1.25 Lien Collateral Agent has acquired any right, title or interest in, to or under the Trademark Collateral, the 1.25 Lien Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

3. Further Assurances. The 1.25 Lien Collateral Agent hereby agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor to more fully and effectively effectuate the purposes of this Release. The 1.25 Lien Collateral Agent hereby authorizes and requests that the Commissioner for Trademarks of the USPTO record this Release.


4. Governing Law. This Release and the rights and obligations of the parties under this Release shall be governed by, and construed and interpreted in accordance with, the Law of the State of New York.

5. Electronic Execution. This Release may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the 1.25 Lien Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

Wilmington Trust, National Association,  
**as 1.25 Lien Collateral Agent**

By:  \_\_\_\_\_

Name: Nedine P. Sutton

Title: Vice President

*[Signature Page to Release of Security Interest in Trademarks]*

**TRADEMARK**  
**REEL: 008220 FRAME: 0167**

## Schedule A

### United States Trademark Registrations and Applications

<b>Federal Trademarks</b>		
<b>Owner</b>	<b>Trademark</b>	<b>Application No. / Registration No.</b>
K. HOV IP, II, INC.	55 NEVER LOOKED SO GOOD	4035326
K. HOV IP, II, INC.	FROM YOUR HOME TO OURS	3682068
K. HOV IP, II, INC.	HOME DESIGN GALLERY	3017498
K. HOV IP, II, INC.	HOVNANIAN ENTERPRISES	3782845
K. HOV IP, II, INC.	HOVNANIAN ENTERPRISES, INC. and Design	3786278
K. HOV IP, II, INC.	IF YOU'RE NOT 55, YOU'LL WISH YOU WERE	3564614
K. HOV IP, II, INC.	K HOVNANIAN HOMES and Design	3493815
K. HOV IP, II, INC.	K HOVNANIAN HOMES and Design	5702299
K. HOV IP, II, INC.	K. HOVNANIAN	3579682
K. HOV IP, II, INC.	KHOV	2710008
K. HOV IP, II, INC.	KHOV.COM	2544720
K. HOV IP, II, INC.	LET'S BUILD IT TOGETHER	2965030
K. HOV IP, II, INC.	LIFE. STYLE. CHOICES.	2725754
K. HOV IP, II, INC.	THE FIRST NAME IN LASTING VALUE	1418620
K. HOV IP, II, INC.	THE NAME BEHIND THE DREAM	3832465
K. HOV IP, II, INC.	WONDER HOMES	2671912
K. HOV IP, II, INC.	TOWN & COUNTRY TREE Design	2040802
K. HOV IP, II, INC.	BRIGHTON HOMES and Design	2412033
K. HOV IP, II, INC.	BRIGHTON HOMES	2395356
K. HOV IP, II, INC.	MISSION EXCELLENCE	5179939