

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM853734

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		RELEASE OF SECURITY INTEREST IN TRADEMARKS	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WILMINGTON TRUST, NATIONAL ASSOCIATION		11/15/2023	NATIONAL ASSOCIATION: UNITED STATES
RECEIVING PARTY DATA			
Name:	K. HOV IP, II, INC.		
Street Address:	90 MATAWAN ROAD		
City:	MATAWAN		
State/Country:	NEW JERSEY		
Postal Code:	07747		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	4035326	55 NEVER LOOKED SO GOOD	
Registration Number:	3682068	FROM YOUR HOME TO OURS	
Registration Number:	3017498	HOME DESIGN GALLERY	
Registration Number:	3782845	HOVNIANIAN ENTERPRISES	
Registration Number:	3786278	HOVNIANIAN ENTERPRISES, INC.	
Registration Number:	3564614	IF YOU'RE NOT 55, YOU'LL WISH YOU WERE	
Registration Number:	3493815	K HOVNIANIAN HOMES	
Registration Number:	5702299	K HOVNIANIAN HOMES	
Registration Number:	3579682	K. HOVNIANIAN	
Registration Number:	2710008	KHOV	
Registration Number:	2544720	KHOV.COM	
Registration Number:	2965030	LET'S BUILD IT TOGETHER	
Registration Number:	2725754	LIFE. STYLE. CHOICES.	
Registration Number:	1418620	THE FIRST NAME IN LASTING VALUE	
Registration Number:	3832465	THE NAME BEHIND THE DREAM	
Registration Number:	2671912	WONDER HOMES	
Registration Number:	2040802		
Registration Number:	2412033	BRIGHTON HOMES	
Registration Number:	2395356	BRIGHTON HOMES	

CH \$515.00 4035326

Property Type	Number	Word Mark
Registration Number:	5179939	MISSION EXCELLENCE
CORRESPONDENCE DATA		
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:	2124552592	
Email:	ksolomon@stblaw.com	
Correspondent Name:	COURTNEY WELSHIMER, 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:	045050/0085	
NAME OF SUBMITTER:	COURTNEY WELSHIMER	
SIGNATURE:	/CW/	
DATE SIGNED:	11/15/2023	
Total Attachments: 4		
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of November 15, 2023 (the “Effective Date”) (this “Release”), is made by Wilmington Trust, National Association, in its capacity as the joint 1.75 pari passu collateral agent (in such capacity, the “1.75 Pari Passu 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 December 10, 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 “1.75 Lien Notes Collateral Agent”), pursuant to which Issuer issued the 10.000% Senior Secured 1.75 Lien Notes due 2025 (the “Secured Notes”) (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Indenture”), that certain Credit Agreement, dated as of December 10, 2019, by and among Issuer, Hovnanian, each of the other guarantors party thereto, Wilmington Trust, National Association, in its capacity as administrative agent (in such capacity, the “Term Loan Agent”) and the lenders from time to time party thereto (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Term Loan Credit Agreement”), and that certain 1.75 Lien Security Agreement, dated as of December 10, 2019, by and among the Grantors party thereto, the 1.75 Lien Notes 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 1.75 Pari Passu Lien Collateral Agent in certain Intellectual Property as security for such loans and other obligations;

WHEREAS, the Grantor executed and delivered to the 1.75 Pari Passu Lien Collateral Agent, the Trademark Security Agreement, dated as of December 10, 2019 (the “Trademark Security Agreement”), pursuant to which the Grantor granted to the 1.75 Pari Passu Lien 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 February, 4 2022 at Reel/Frame 7624/0917;

WHEREAS, 1.75 Pari Passu 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 1.75 Pari Passu 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, Term Loan Credit Agreement, Security Agreement or the Trademark Security Agreement, as applicable.

2. Release. 1.75 Pari Passu 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 1.55 Pari Passu 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, Term Loan Credit Agreement, Security Agreement and/or the Trademark Security Agreement, and any right, title or interest of 1.75 Pari Passu Lien Collateral Agent in the Trademark Collateral shall hereby cease and become void. If and to the extent that the 1.75 Pari Passu Lien Collateral Agent has acquired any right, title or interest in, to or under the Trademark Collateral, the 1.75 Pari Passu 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 1.75 Pari Passu 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 1.75 Pari Passu Lien Collateral Agent hereby authorizes and requests that the Commissioner for Trademarks of the USPTO record this Release.

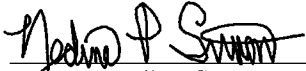
4. Governing Law. This Release and the rights and obligations of the parties under this Release shall be governed by, and construed and interpreted in accordance with, the Law of the State of New York.

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 1.75 Pari Passu 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 1.75 Pari Passu Lien Collateral Agent

By: 
Name: Nedine Sutton
Title: Vice President

[Signature Page to Release of Security Interest in Trademarks]

TRADEMARK
REEL: 008259 FRAME: 0423

Schedule A

United States Trademark Registrations and Applications

Federal Trademarks		
Owner	Trademark	Application No. / Registration No.
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