

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: TM164485

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Builder Homesite, Inc.		03/01/2024	Corporation: DELAWARE
Meyers Research, LLC		03/01/2024	Limited Liability Company: DELAWARE
Hanley Wood Media, Inc.		03/01/2024	Corporation: DELAWARE

RECEIVING PARTY DATA

Company Name:	Barings Finance LLC
Street Address:	300 South Tryon Street, Suite 2500
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 55

Property Type	Number	Word Mark
Serial Number:	90065084	BUILDING THE FUTURE OF HOUSING
Serial Number:	90065095	BUILDING THE FUTURE OF HOUSING
Serial Number:	90065101	BUILDING THE FUTURE OF HOUSING
Serial Number:	90065155	BUILDING THE FUTURE OF HOUSING
Serial Number:	90065162	BUILDING THE FUTURE OF HOUSING
Serial Number:	90065170	BUILDING THE FUTURE OF HOUSING
Serial Number:	90065258	BUILDING THE FUTURE OF HOUSING
Serial Number:	97885114	BUILDING NEW HOME DREAMS
Serial Number:	90231710	
Serial Number:	90231712	
Serial Number:	90231718	
Serial Number:	90231723	
Serial Number:	90231729	
Serial Number:	90231733	
Serial Number:	90231739	
Serial Number:	86013641	DREAM DESIGNS
Serial Number:	87243987	HOMLUV

CH \$1390.00.00 90065084

Property Type	Number	Word Mark
Serial Number:	87712128	HOMLUV
Serial Number:	97263129	LIVABL
Serial Number:	97263134	LIVABL BY ZONDA
Serial Number:	97885100	LIVABL.
Serial Number:	97885108	LIVABL. BUILDING NEW HOME DREAMS
Serial Number:	85980219	N START FRESH BUY NEW
Serial Number:	86900889	N START FRESH BUY NEW
Serial Number:	85827399	START FRESH. BUY NEW.
Serial Number:	85979939	START FRESH. BUY NEW.
Serial Number:	75383128	THE JOURNAL OF LIGHT CONSTRUCTION
Serial Number:	90562691	TOOLS OF THE TRADE
Serial Number:	88161565	TRUSTBUILDER
Serial Number:	88161578	TRUSTBUILDER REAL HOMEOWNERS HONEST REVIEWS
Serial Number:	87911802	WHERE THE PERFECT HOME FINDS YOU
Serial Number:	90064766	Z ZONDA
Serial Number:	90064871	Z ZONDA
Serial Number:	90064878	Z ZONDA
Serial Number:	90064889	Z ZONDA
Serial Number:	90064719	ZONDA
Serial Number:	90064727	ZONDA
Serial Number:	90064730	ZONDA
Serial Number:	90064734	ZONDA
Serial Number:	90064741	ZONDA
Serial Number:	90064747	ZONDA
Serial Number:	90064931	ZONDA
Serial Number:	90064935	ZONDA
Serial Number:	90064974	ZONDA
Serial Number:	90064979	ZONDA
Serial Number:	90064986	ZONDA
Serial Number:	90065003	ZONDA
Serial Number:	90065016	ZONDA
Serial Number:	90231747	ZONDA BUILDING THE FUTURE OF HOUSING
Serial Number:	90231750	ZONDA BUILDING THE FUTURE OF HOUSING
Serial Number:	90231751	ZONDA BUILDING THE FUTURE OF HOUSING
Serial Number:	90231757	ZONDA BUILDING THE FUTURE OF HOUSING
Serial Number:	90231759	ZONDA BUILDING THE FUTURE OF HOUSING
Serial Number:	90231760	ZONDA BUILDING THE FUTURE OF HOUSING
Serial Number:	90231764	ZONDA BUILDING THE FUTURE OF HOUSING

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: 4155911000
Email: TrademarksSF@winston.com
Correspondent Name: Becky Troutman
Address Line 1: 101 California Street
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	014044.00103
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NAME OF SUBMITTER:	KIRSTEN REA
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SIGNATURE:	KIRSTEN REA
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DATE SIGNED:	03/01/2024
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Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 1, 2024 (as amended, restated, amended and restated, supplemented and otherwise modified from time to time, this “*Trademark Security Agreement*”), is made by the entities identified as grantors on the signature pages hereto (individually, a “Grantor” and, collectively, the “*Grantors*”) in favor of Barings Finance LLC for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “*Administrative Agent*”).

WHEREAS, the Grantors are party to an Amended and Restated Security Agreement, dated as of March 1, 2024 (as amended, restated, amended and restated, supplemented and otherwise modified from time to time, the “*Security Agreement*”), between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are 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 Grantors hereby agree 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, each 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 such Grantor or in which such 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 United States Patent and Trademark Office (“*USPTO*”), including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a 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, 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 USPTO, 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 Grantors hereby acknowledge and affirm 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

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security 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 Grantors 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 LAW OF THE STATE OF NEW YORK, WITHOUT GIVING

EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

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.

[Remainder of page intentionally left blank]

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

BUILDER HOMESITE, INC.

By: 
Name: Jeffrey Meyers
Title: Chief Executive Officer


MEYERS RESEARCH, LLC

By: 
Name: Jeffrey Meyers
Title: Chief Executive Officer

HANLEY WOOD MEDIA, INC.

By: 
Name: Jeffrey Meyers
Title: Chief Executive Officer




BARINGS FINANCE LLC,
as Administrative Agent






By: 






Name: Brady Sutton
Title: Managing Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT









TRADEMARK REGISTRATIONS AND APPLICATIONS


Mark	App. No.	App. Date	Reg. No.	Reg. Date	Owner Name
BUILDING THE FUTURE OF HOUSING	90065084	7/21/2020	7037533	4/25/2023	Meyers Research, LLC
BUILDING THE FUTURE OF HOUSING	90065095	7/21/2020	6890157	11/1/2022	Meyers Research, LLC
BUILDING THE FUTURE OF HOUSING	90065101	7/21/2020	6943935	1/3/2023	Meyers Research, LLC
BUILDING THE FUTURE OF HOUSING	90065155	7/21/2020	6890158	11/1/2022	Meyers Research, LLC
BUILDING THE FUTURE OF HOUSING	90065162	7/21/2020	7037534	4/25/2023	Meyers Research, LLC
BUILDING THE FUTURE OF HOUSING	90065170	7/21/2020	7037535	4/25/2023	Meyers Research, LLC
BUILDING THE FUTURE OF HOUSING	90065258	7/21/2020	6901792	11/15/2022	Meyers Research, LLC
BUILDING NEW HOME DREAMS	97885114	4/12/2023			Meyers Research, LLC
Design Only 	90231710	10/2/2020	6804715	7/26/2022	Meyers Research, LLC
Design Only 	90231712	10/2/2020	6804716	7/26/2022	Meyers Research, LLC
Design Only 	90231718	10/2/2020	6958194	1/17/2023	Meyers Research, LLC

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Owner Name
Design Only 	90231723	10/2/2020	6804717	7/26/2022	Meyers Research, LLC
Design Only 	90231729	10/2/2020	6804718	7/26/2022	Meyers Research, LLC
Design Only 	90231733	10/2/2020	6804719	7/26/2022	Meyers Research, LLC
Design Only 	90231739	10/2/2020	6965031	1/24/2023	Meyers Research, LLC
DREAM DESIGNS	86013641	7/18/2013	4542333	6/3/2014	Hanley Wood Media, Inc.
HOMLUV	87243987	11/21/2016	5556389	9/4/2018	Builder Homesite, Inc.
HOMLUV & Design 	87712128	12/7/2017	5599001	11/6/2018	Builder Homesite, Inc.
LIVABL	97263129	2/11/2022			Meyers Research, LLC
LIVABL BY ZONDA	97263134	2/11/2022			Meyers Research, LLC
LIVABL. & Design Livabl.	97885100	4/12/2023			Meyers Research, LLC
LIVABL. BUILDING NEW HOME DREAMS	97885108	4/12/2023			Meyers Research, LLC

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Owner Name
N START FRESH BUY NEW & Design 	85980219	1/18/2013	4490765	3/4/2014	Builder Homesite, Inc.
N START FRESH BUY NEW & Design 	86900889	2/8/2016	5044792	9/20/2016	Builder Homesite, Inc.
START FRESH. BUY NEW.	85827399	1/18/2013	4918469	3/15/2016	Builder Homesite, Inc.
START FRESH. BUY NEW.	85979939	1/18/2013	4459275	12/31/2013	Builder Homesite, Inc.
THE JOURNAL OF LIGHT CONSTRUCTION	75383128	10/31/1997	2305195	1/4/2000	Hanley Wood Media, Inc.
TOOLS OF THE TRADE	90562691	3/5/2021	6969712	1/31/2023	Hanley Wood Media, Inc.
TRUSTBUILDER	88161565	10/19/2018	5823406	7/30/2019	Builder Homesite, Inc.
TRUSTBUILDER REAL HOMEOWNERS HONEST REVIEWS & Design 	88161578	10/19/2018	5823407	7/30/2019	Builder Homesite, Inc.
WHERE THE PERFECT HOME FINDS YOU	87911802	5/8/2018	5997687	2/25/2020	Builder Homesite, Inc.
Z ZONDA & Design 	90064766	7/21/2020	6714033	4/26/2022	Meyers Research, LLC
Z ZONDA & Design 	90064871	7/21/2020	6714034	4/26/2022	Meyers Research, LLC

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Owner Name
Z ZONDA & Design Z ZONDA	90064878	7/21/2020	6714035	4/26/2022	Meyers Research, LLC
Z ZONDA & Design Z ZONDA	90064889	7/21/2020	6714036	4/26/2022	Meyers Research, LLC
ZONDA	90064719	7/21/2020	6714027	4/26/2022	Meyers Research, LLC
ZONDA	90064727	7/21/2020	6714028	4/26/2022	Meyers Research, LLC
ZONDA	90064730	7/21/2020	6714029	4/26/2022	Meyers Research, LLC
ZONDA	90064734	7/21/2020	6714030	4/26/2022	Meyers Research, LLC
ZONDA	90064741	7/21/2020	6714031	4/26/2022	Meyers Research, LLC
ZONDA	90064747	7/21/2020	6714032	4/26/2022	Meyers Research, LLC
ZONDA & Design ∞ Zonda	90064931	7/21/2020	6714037	4/26/2022	Meyers Research, LLC
ZONDA & Design ∞ Zonda	90064935	7/21/2020	6901790	11/15/2022	Meyers Research, LLC
ZONDA & Design ∞ Zonda	90064974	7/21/2020	6714038	4/26/2022	Meyers Research, LLC
ZONDA & Design ∞ Zonda	90064979	7/21/2020	6714039	4/26/2022	Meyers Research, LLC
ZONDA & Design ∞ Zonda	90064986	7/21/2020	6714040	4/26/2022	Meyers Research, LLC

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Owner Name
ZONDA & Design 	90065003	7/21/2020	6714041	4/26/2022	Meyers Research, LLC
ZONDA & Design 	90065016	7/21/2020	6714042	4/26/2022	Meyers Research, LLC
ZONDA BUILDING THE FUTURE OF HOUSING & Design 	90231747	10/2/2020	6950610	1/10/2023	Meyers Research, LLC
ZONDA BUILDING THE FUTURE OF HOUSING & Design 	90231750	10/2/2020	6950611	1/10/2023	Meyers Research, LLC
ZONDA BUILDING THE FUTURE OF HOUSING & Design 	90231751	10/2/2020	6950612	1/10/2023	Meyers Research, LLC
ZONDA BUILDING THE FUTURE OF HOUSING & Design 	90231757	10/2/2020	6950613	1/10/2023	Meyers Research, LLC
ZONDA BUILDING THE FUTURE OF HOUSING & Design 	90231759	10/2/2020	6950614	1/10/2023	Meyers Research, LLC
ZONDA BUILDING THE FUTURE OF HOUSING & Design 	90231760	10/2/2020	6950615	1/10/2023	Meyers Research, LLC

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Owner Name
ZONDA BUILDING THE FUTURE OF HOUSING & Design 	90231764	10/2/2020	7026411	4/11/2023	Meyers Research, LLC