

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI150806

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BLUEGREEN VACATIONS CORPORATION		04/08/2024	Corporation: FLORIDA
BLUEGREEN VACATIONS UNLIMITED, INC.		04/08/2024	Corporation: FLORIDA
BRE GRAND ISLANDER LLC		04/08/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	BANK OF AMERICA, N.A., as Collateral Agent		
Street Address:	MAC Legal Department, Mail Code: NC1-026-06-04, Gateway Village-900 Building, 900 W Trade Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	2088756	COLORFUL PLACES TO LIVE AND PLAY	
Registration Number:	2088758	BLUEGREEN	
Registration Number:	2090596	BLUEGREEN	
Registration Number:	2597850	BLUEGREEN VACATION CLUB	
Registration Number:	2970431	GREAT VACATION DESTINATIONS!	
Registration Number:	3062500	OUTDOOR TRAVELER	
Registration Number:	3126831	COLORFUL PLACES TO PLAY	
Registration Number:	3398440	BLUEGREEN RESORTS	
Registration Number:	4289673	PRIZZMA	
Registration Number:	4332646	BLUEGREENVACATIONS	
Registration Number:	4332647	BLUEGREENGETAWAYS	
Registration Number:	4411670	BLUEGREENAXIS	
Registration Number:	4471758	BLUEGREEN VACATIONS SHARE HAPPINESS	
Registration Number:	5018187		
Registration Number:	4521479	WE BELIEVE IN THE POWER OF VACATION	
		TRADEMARK	

OP \$640.00.00 75052668

Property Type	Number	Word Mark
Registration Number:	4756740	POWER OF VACATION
Registration Number:	4522056	BLUEGREENVACATIONS
Registration Number:	4522057	BLUEGREENVACATIONS
Registration Number:	4708425	BLUEGREEN VACATIONS
Registration Number:	5087648	BLUEGREEN REWARDS
Registration Number:	5626028	BLUEGREEN VACATIONS
Registration Number:	5232908	THE GRAND ISLANDER
Registration Number:	5232909	
Registration Number:	4447760	SUSTENIO
Serial Number:	97314822	EVENTS TO REMEMBER BY BLUEGREEN VACATIONS

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: 2023704750

Email: ipteam@coagencyglobal.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: Cogency Global Inc.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	2327250 JM
NAME OF SUBMITTER:	Andrew Hackett
SIGNATURE:	Andrew Hackett
DATE SIGNED:	04/08/2024

Total Attachments: 7

source=Teal (HGV Joinder) - Trademark Security Agreement #page1.tif
source=Teal (HGV Joinder) - Trademark Security Agreement #page2.tif
source=Teal (HGV Joinder) - Trademark Security Agreement #page3.tif
source=Teal (HGV Joinder) - Trademark Security Agreement #page4.tif
source=Teal (HGV Joinder) - Trademark Security Agreement #page5.tif
source=Teal (HGV Joinder) - Trademark Security Agreement #page6.tif
source=Teal (HGV Joinder) - Trademark Security Agreement #page7.tif

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of April 8, 2024, by BLUEGREEN VACATIONS CORPORATION, BLUEGREEN VACATIONS UNLIMITED, INC. and BRE GRAND ISLANDER LLC (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Security Agreement dated as of August 2, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral 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 in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of such Grantor’s right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor:

(a) all registered Trademarks and Trademarks with respect to which applications for registration are pending of such Grantor, including the registered Trademarks and Trademark applications listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

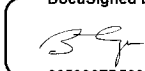
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. This Trademark Security Agreement may be in the form of an Electronic Record and may be executed using Electronic Signatures. Each of the parties hereto agrees that any Electronic Signature on or associated with this Trademark Security Agreement shall be valid and binding on each of the parties hereto to the same extent as a manual, original signature, and that this Trademark Security Agreement entered into by

Electronic Signature will constitute the legal, valid and binding obligation of each of the parties hereto enforceable against such party in accordance with the terms hereof to the same extent as if a manually executed original signature was delivered. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

SECTION 6. Intercreditor Agreement In the event of any conflict or inconsistency between the provisions of this Trademark Security Agreement and the First Lien Intercreditor Agreement, the provisions of the First Lien Intercreditor Agreement shall control.

[Signature pages follow.]

BLUEGREEN VACATIONS CORPORATION,
BLUEGREEN VACATIONS UNLIMITED, INC.
BRE GRAND ISLANDER LLC,
each as Grantor

By:  DocuSigned by:
065386FB520E437...
Name: Ben Loper
Title: Senior Vice President & Treasurer

BANK OF AMERICA, N.A.,
as Collateral Agent

By: David J. Smith

Name: David J. Smith

Title: Vice President




[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008392 FRAME: 0322

Schedule I
Trademark Registrations and Use Applications

Trademark Registrations

	Owner	Mark	Registration No.	Registration Date
1.	Bluegreen Vacations Corporation	COLORFUL PLACES TO LIVE AND PLAY	2088756	8/19/1997
2.	Bluegreen Vacations Corporation	BLUEGREEN	2088758	8/19/1997
3.	Bluegreen Vacations Corporation	BLUEGREEN 	2090596	8/26/1997
4.	Bluegreen Vacations Corporation	BLUEGREEN VACATION CLUB	2597850	7/23/2002
5.	Bluegreen Vacations Corporation	GREAT VACATION DESTINATIONS! 	2970431	7/19/2005
6.	Bluegreen Vacations Corporation	OUTDOOR TRAVELER 	3062500	2/28/2006
7.	Bluegreen Vacations Corporation	COLORFUL PLACES TO PLAY	3126831	8/8/2006
8.	Bluegreen Vacations Corporation	BLUEGREEN RESORTS	3398440	3/18/2008
9.	Bluegreen Vacations Corporation	PRIZZMA 	4289673	2/12/2013
10.	Bluegreen Vacations Corporation	BLUEGREENVACATIONS	4332646	5/7/2013
11.	Bluegreen Vacations Corporation	BLUEGREENGETAWAYS	4332647	5/7/2013
12.	Bluegreen Vacations	BLUEGREENAXIS	4411670	10/1/2013

	Owner	Mark	Registration No.	Registration Date
	Corporation			
13.	Bluegreen Vacations Corporation	BLUEGREEN VACATIONS SHARE HAPPINESS	4471758	1/21/2014
14.	Bluegreen Vacations Corporation		5018187	8/9/2016
15.	Bluegreen Vacations Corporation	WE BELIEVE IN THE POWER OF VACATION	4521479	4/29/2014
16.	Bluegreen Vacations Corporation	POWER OF VACATION	4756740	6/16/2015
17.	Bluegreen Vacations Corporation	BLUEGREENVACATIONS bluegreen	4522056	4/29/2014
18.	Bluegreen Vacations Corporation	BLUEGREENVACATIONS bluegreen	4522057	4/29/2014
19.	Bluegreen Vacations Corporation	BLUEGREEN VACATIONS	4708425	3/24/2015
20.	Bluegreen Vacations Corporation	BLUEGREEN REWARDS	5087648	11/22/2016
21.	Bluegreen Vacations Corporation	BLUEGREEN VACATIONS 	5626028	12/11/2018
22.	BRE Grand Islander LLC	THE GRAND ISLANDER	5232908	6/27/2017
23.	BRE Grand Islander LLC		5232909	6/27/2017
24.	Bluegreen Vacations Unlimited, Inc.	SUSTENIO	4447760	12/10/2013

Trademark Applications

	Owner	Mark	Serial No.	Application Date
1.	Bluegreen Vacations Corporation	EVENTS TO REMEMBER BY BLUEGREEN VACATIONS	97314822	03/16/2022