

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396590

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Home Buyers Warranty Corporation		08/22/2016	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	Silver Point Finance, LLC		
Street Address:	Two Greenwich Plaza		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	2600640	2-10 HOME BUYERS WARRANTY	
Registration Number:	2554822	2-10	
Registration Number:	2638565	2-10 HBW	
Registration Number:	1838114	HOME BUYERS WARRANTY MARK OF QUALITY 2-1	
Registration Number:	1826022	MARK OF QUALITY	
Registration Number:	2653507	2-10 HBW ASSET PROTECTION PROGRAM	
Registration Number:	2549307	ELITE BUILDER	
Registration Number:	2603647	DIAMOND BUILDER AWARD	
Registration Number:	2634349	ELITE BUILDER MARK OF QUALITY 2-10 HOME	
Registration Number:	1265964	2-10 HOME BUYERS WARRANTY	
Registration Number:	2718691	AMERICA'S CHOICE	
Serial Number:	86635248		
Serial Number:	86666026	SMILE, YOU KNOW WHAT TO EXPECT WHEN THE	
Serial Number:	85679316	2 10 HOME BUYERS WARRANTY	
Serial Number:	85622282	BUILDING A BETTER BUSINESS BUYER RELATIO	
Serial Number:	85397075	LONG LIVE HAPPY HOMES	
Serial Number:	85382873	2-10 HOME BUYERS WARRANTY	
Serial Number:	77688441	2-10	

CH \$465.00 2600640

CORRESPONDENCE DATA**Fax Number:** 2127352000*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:** 212-735-2811**Email:** mribando@skadden.com**Correspondent Name:** Skadden, Arps, Slate, Meagher & Flom**Address Line 1:** Four Times Square**Address Line 2:** Monique L. Ribando**Address Line 4:** New York, NEW YORK 10036

NAME OF SUBMITTER:	Oren Epstein
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SIGNATURE:	/OE/
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DATE SIGNED:	08/29/2016
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Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 22, 2016 (this "Agreement"), is made by Home Buyers Warranty Corporation, a Colorado corporation located at 10375 E. Harvard Avenue, Denver CO 80231 (the "Grantor"), in favor of Silver Point Finance, LLC, located at Two Greenwich Plaza, Greenwich, CT 06830, as the administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

W I T N E S S E T H :

WHEREAS, pursuant to a Credit and Guaranty Agreement, dated as of August 22, 2016 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit and Guaranty Agreement"), by and among HBW Holdings, Inc. (the "Company"), Arias Holdings, LLC, 2-10 Holdco, Inc. and certain Subsidiaries of the Company, as Guarantors, the Lenders party thereto and the Administrative Agent, the Lenders have extended Term Loans to the Company;

WHEREAS, in connection with the Credit and Guaranty Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of August 22, 2016 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit and Guaranty Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of such Grantor's right, title, and interest in and to the following property, whether now or hereafter existing, owned or acquired by such Grantor, and wherever located, (collectively "Trademark Collateral"):

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the

business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America, or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all trademark licenses for the grant by or to such Grantor of any right to use any trademark, including each trademark license referred to in Item B of Schedule I; and

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all Proceeds of, and rights associated with, the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill of the business connected with the use of and symbolized by any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

provided that, the term Trademark Collateral shall not include (i) any General Intangibles or other rights arising under any contracts, instruments, licenses or other documents as to which the grant of a security interest would (A) constitute a violation of a valid and enforceable restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained, or (B) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder; or (ii) any United States Trademark application filed on the basis of a Grantor's intent-to-use such mark, in each case, unless and until evidence of the use of such Trademark in interstate commerce is submitted to the United States Patent and Trademark Office; provided, that, to the extent such application is excluded from the Collateral, upon the submission of evidence of use of such Trademark to the United States Patent and Trademark Office, such Trademark application shall automatically be included in the Collateral, without further action on any party's part.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement.

The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms. Notwithstanding the foregoing, in the event of any irreconcilable conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall control.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit and Guaranty Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Administrative Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Credit Document. This Agreement is a Credit Document executed pursuant to the Credit and Guaranty Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 7. Governing Law, Consent to Jurisdiction, Entire Agreement, etc.

(a) Sections 10.15 and 10.16 of the Credit and Guaranty Agreement are hereby incorporated by reference, mutatis mutandis.

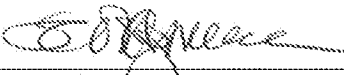
(a) This Agreement and the other Credit Documents represent the final agreement among the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements among the parties.

SECTION 8. Counterparts. This Agreement may be executed in any number of 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. Delivery of an executed counterpart of this Agreement by telecopy transmission (or other electronic transmission pursuant to procedures approved by the Administrative Agent) shall be as effective as delivery of a manually signed original.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

HOME BUYERS WARRANTY CORPORATION, a
Colorado corporation

By: 
Name: Scott J. Cromie
Title: President and Chief Executive Officer

SILVER POINT FINANCE, LLC,
as Administrative Agent

By: 

Name:

Title:

Michael A. Gatto
Authorized Signatory

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

U.S. Federal Trademarks

Trademarks	Serial or Reg. No./ Date	Record Owner
2-10 HOME BUYERS WARRANTY	2,600,640 07/30/2002	Home Buyers Warranty Corporation (Colorado)
2-10 and Design	2,554,822 04/2/2002	Home Buyers Warranty Corporation (Colorado)
2-10 HBW	2,638,565 10/22/2002	Home Buyers Warranty Corporation (Colorado)
HOME BUYERS WARRANTY MARK OF QUALITY 2-10 and Design	1,838,114 05/31/1994	Home Buyers Warranty Corporation (Colorado)
MARK OF QUALITY	1,826,022 03/08/1994	Home Buyers Warranty Corporation (Colorado)
2-10 HBW ASSET PROTECTION PROGRAM	2,653,507 11/26/2002	Home Buyers Warranty Corporation (Colorado)
ELITE BUILDER	2,549,307 03/19/2002	Home Buyers Warranty Corporation (Colorado)
DIAMOND BUILDER AWARD	2,603,647 08/06/2002	Home Buyers Warranty Corporation (Colorado)
ELITE BUILDER MARK OF QUALITY 2-10 HOME BUYERS WARRANTY and Design	2,634,349 10/15/2002	Home Buyers Warranty Corporation (Colorado)
2-10 HOME BUYERS WARRANTY and Design	1,265,964 01/31/1984	Home Buyers Warranty Corporation (Colorado)

AMERICA'S CHOICE	2,718,691 05/27/2003	Home Buyers Warranty Corporation (Colorado)
	(86/635,248) (2/23/2016)	Home Buyers Warranty Corporation (Colorado)
SMILE, YOU KNOW WHAT TO EXPECT WHEN THE UNEXPECTED HAPPENS	86/666,026 2/2/2016	Home Buyers Warranty Corporation (Colorado)
	85/679,316 4/20/2013	Home Buyers Warranty Corporation (Colorado)
BUILDING A BETTER BUSINESS BUYER RELATIONS JOBSITE SAFETY QUALITY CONTROL WARRANTIES RISK RETENTION RISK TRANSFER RISK MANAGEMENT INSURANCE REQUIREMENTS CUSTOMER SERVICE (AND DESIGN)	85/622,282 3/12/2013	Home Buyers Warranty Corporation (Colorado)
LONG LIVE HAPPY HOMES	85397075 9/18/2012	Home Buyers Warranty Corporation (Colorado)
2-10 HOME BUYERS WARRANTY (AND DESIGN)	85382873 12/11/2012	Home Buyers Warranty Corporation (Colorado)
2-10 (AND DESIGN)	77688441 6/1/2010	Home Buyers Warranty Corporation (Colorado)

U.S. State Trademarks

Jurisdiction	Trademarks	Serial or Reg. No./ Date	Record Owner
Nevada	2-10 HOME BUYERS WARRANTY	Bk. 30, pg. 98 06/23/1997	Home Buyers Warranty Corporation (Colorado)
Oregon	HOME BUYERS WARRANTY	S31,692 07/09/1997	Home Buyers Warranty Corporation (Colorado)
Oregon	2-10 HOME BUYERS WARRANTY and Design	S31,693 07/09/1997	Home Buyers Warranty Corporation (Colorado)
Utah	2-10 HOME BUYERS WARRANTY and Design	2524051-1090 07/18/1997	Home Buyers Warranty Corporation (Colorado)
Utah	HOME BUYERS WARRANTY	4869195-1090 12/18/2000	Home Buyers Warranty Corporation (Colorado)
Washington	HOME BUYERS WARRANTY	26,337 09/03/1997	Home Buyers Warranty Corporation (Colorado)
Washington	2-10 HOME BUYERS WARRANTY and Design	26,338 09/03/1997	Home Buyers Warranty Corporation (Colorado)

Foreign Trademarks

Jurisdiction	Trademarks	Serial or Reg. No./ Date	Record Owner
Canada	2-10 and Design	TMA659,828	Home Buyers Warranty Corporation
Canada	2-10 HBW Asset Protection Program	TMA643,550	Home Buyers Warranty Corporation
Canada	2-10 Home Buyers Warranty and Design	TMA660,644	Home Buyers Warranty Corporation
Canada	Elite Builder	TMA642,440	Home Buyers Warranty Corporation