

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428244

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT		05/18/2017	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	AV HOMES, INC.		
Street Address:	8601 N. SCOTTSDALE RD.		
Internal Address:	STE. 225		
City:	SCOTTSDALE		
State/Country:	ARIZONA		
Postal Code:	85253		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4598767	AV HOMES	
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:	(212) 455-3346		
Email:	ksolomon@stblaw.com		
Correspondent Name:	MELANIE JOLSON, 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:	509265/1818		
NAME OF SUBMITTER:	Melanie Jolson		
SIGNATURE:	/mj/		
DATE SIGNED:	05/19/2017		
Total Attachments: 5			

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**TERMINATION AND RELEASE OF SECURITY INTEREST IN
TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of May 18, 2017, from JPMORGAN CHASE BANK, N.A., a national banking association, as Administrative Agent and Collateral Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), to AV HOMES, INC. (the "Borrower"), a Delaware corporation, located at 8601 N. Scottsdale Rd. Ste. 225, Scottsdale, AZ 85253.

WITNESSETH:

WHEREAS, pursuant to a the Credit Agreement, dated as of April 4, 2014, among AV Homes, Inc. (the "Borrower"), the Agent, and the Lenders (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower and certain subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of April 4, 2014, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower pledged and granted a continuing security interest (the "Security Interest") in all Intellectual Property, including the Trademarks;

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights, dated as of April 4, 2014, among the Agent and Borrower, by reference to the Guarantee and Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademarks;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on April 28, 2014, at Reel 5269 and Frame 0305; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the U.S. trademark registrations and applications listed on Schedule A hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

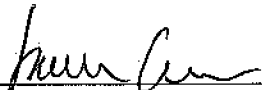
SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meaning provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Release of Security Interest. The Agent hereby terminates, releases, and discharges its Security Interest in the U.S. trademark registrations and applications listed on Schedule A hereto, and any right, title or interest of the Agent in such trademarks shall hereby cease and become void.

SECTION 3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A.

By: 
Name: Jaime Gitler
Title: *Authorized officer*

STATE OF New York)

) SS.:

COUNTY OF New York)

On this 15th day of May, 2018, before me personally appeared Tamara Gitter to me known who, being by me duly sworn, did depose and say that he/she is Vice President of JPMORGAN CHASE BANK, N.A., described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by JPMORGAN CHASE BANK, N.A.



Notary Public

(Affix Seal Below)

Margarita Torres
Notary Public, State of New York
Qualified in Bronx County
Certificate Filed in New York County
No. 01TO6041062
My Commission Expires May 1, 2018

SCHEDULE A
U.S. TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Application Number</u>
AV Homes & design	4598767