

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548088

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest (Super Priority) Previously Recorded at Reel/Frame (6130/0452)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association, as Collateral Agent		10/31/2019	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	K. Hov IP, II, Inc.		
Street Address:	110 WEST FRONT STREET		
City:	RED BANK		
State/Country:	NEW JERSEY		
Postal Code:	07701		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5179939	MISSION EXCELLENCE	
CORRESPONDENCE DATA			
Fax Number:	6502515002		
<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:	6502515027		
Email:	jmull@stblaw.com		
Correspondent Name:	Marcela Robledo		
Address Line 1:	2475 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	045050/0120		
NAME OF SUBMITTER:	J. Jason Mull		
SIGNATURE:	/J. Jason Mull/		
DATE SIGNED:	11/05/2019		
Total Attachments: 3			
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”) dated as of October 31, 2019, from Wilmington Trust, National Association, as Collateral Agent (the “Agent”) for the benefit of itself and the other Secured Parties, to K HOV IP, II, INC. (the “Grantor”).

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, dated as of September 8, 2016 among K. Hovnanian Enterprises, Inc., Hovnanian Enterprises, Inc., each of the signatories thereto and the Agent (the “Security Agreement”), the Grantor granted a security interest (the “Security Interest”) to the Agent in certain Trademark Collateral (as defined below) as security for such loans and other obligations as more fully described therein.

WHEREAS, pursuant to the Security Agreement, the Grantor and the Agent entered into that Trademark Security Agreement, dated as of August 14, 2017 (the “Trademark Security Agreement”), and the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on August 15, 2017, at Reel 6130 and Frame 0452; and


WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement and the Trademark Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Agreement, the Agent hereby states as follows:

1. Definitions. The term “Trademark Collateral,” as used herein, shall mean all of the Grantor’s right, title and interest of every kind and nature as of the date hereof in the Trademarks, including those trademark registrations listed on Schedule A hereto.
2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.
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 Agreement by its duly authorized officer as of the date first above written.

Wilmington Trust, National Association

By: 
Name: *David Bergstrom*
Title: *Vice President*

Schedule A

U.S. Trademark Registrations

Trademark	Application No. / Registration No.
MISSION EXCELLENCE	5179939