

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|  |   |  |                                    |
|--|---|--|------------------------------------|
| <b>SUBMISSION TYPE:</b>  |   | NEW ASSIGNMENT                               |                                    |
| <b>NATURE OF CONVEYANCE:</b>   |   | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |                                    |
| <b>CONVEYING PARTY DATA</b>  |   |  |                                    |
| <b>Name</b>  | <b>Formerly</b>   | <b>Execution Date</b>                        | <b>Entity Type</b>                 |
| Crescent Resources, LLC  |   | 08/04/2010                                   | LIMITED LIABILITY COMPANY: GEORGIA |
| <b>RECEIVING PARTY DATA</b>  |   |  |                                    |
| <b>Name:</b>   | Sugarloaf Residential Property Owners Association, Inc. |  |                                    |
| <b>Street Address:</b>   | 6340 Sugarloaf Parkway                                  |  |                                    |
| <b>Internal Address:</b>   | Suite 280   |  |                                    |
| <b>City:</b>   | Duluth  |  |                                    |
| <b>State/Country:</b>  | GEORGIA   |  |                                    |
| <b>Postal Code:</b>  | 30097   |  |                                    |
| <b>Entity Type:</b>  | CORPORATION: GEORGIA                                    |  |                                    |
| <b>PROPERTY NUMBERS Total: 2</b>   |   |  |                                    |
| <b>Property Type</b>   | <b>Number</b>   | <b>Word Mark</b>                             |                                    |
| <b>Registration Number:</b>  | 2125650   | SUGARLOAF                                    |                                    |
| <b>Registration Number:</b>  | 2177971   | CSC  |                                    |
| <b>CORRESPONDENCE DATA</b>   |   |  |                                    |
| <b>Fax Number:</b>   | (404)231-1618   |  |                                    |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |   |  |                                    |
| <b>Email:</b>  | trademark@wslaw.net                                     |  |                                    |
| <b>Correspondent Name:</b>   | Trademark Attorney                                      |  |                                    |
| <b>Address Line 1:</b>   | 3405 Piedmont Road                                      |  |                                    |
| <b>Address Line 2:</b>   | Suite 300   |  |                                    |
| <b>Address Line 4:</b>   | Atlanta, GEORGIA 30305                                  |  |                                    |
| <b>NAME OF SUBMITTER:</b>  | Christina Moore   |  |                                    |
| <b>Signature:</b>  | /Christina/   |  |                                    |
| <b>Date:</b>   | 08/30/2010  |  |                                    |

OP \$65.00 2125650

**900170568**

**TRADEMARK**  
**REEL: 004269 FRAME: 0863**

**Total Attachments: 3**

source=CR Assignment#page1.tif

source=CR Assignment#page2.tif

source=CR Assignment#page3.tif

## ASSIGNMENT OF TRADE NAMES AND TRADEMARKS

This Assignment of Trade Names and Trademarks (hereinafter, the "Assignment") is made and entered into and is effective as of the 4<sup>th</sup> day of August, 2010 ("Effective Date"), by and between CRESCENT RESOURCES, LLC, a Georgia limited liability company ("Assignor") and SUGARLOAF RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC., a Georgia nonprofit corporation (hereinafter, the "Assignee").

### WITNESSETH

WHEREAS, Assignee is the homeowners association established to operate and maintain the Common Property of Sugarloaf Country Club, located in Gwinnett County, Georgia, and to administer the Sugarloaf Country Club development pursuant to that certain Master Declaration of Residential Covenants, Conditions and Restrictions for a Portion of Sugarloaf (Sugarloaf Country Club) recorded on January 18, 1996 in Deed Book 12214, Page 001, Gwinnett County, Georgia records (hereinafter, as amended, the "Declaration");

WHEREAS, Assignor desires to convey, transfer, assign and deliver to Assignee all of its right, title and interest in and to certain trade names and trademarks pertaining to the Sugarloaf Country Club development, and Assignee wishes to accept such assignment; and

WHEREAS, Assignor holds the following Trademarks: (a) United States Trademark Registration 2,125,650, namely the trademark SUGARLOAF in Class 36 for real estate agency and brokerage services; (b) United States Trademark Registration 2,177,971, namely the trademark CSC & DESIGN in Class 36 for real estate agency and brokerage services and (c) State of Georgia Trademark Registration S-10398, namely the trademark SUGARLOAF FARMS in Class 2 (collectively, the "Trademarks");

NOW, THEREFORE, in consideration of payment in the amount of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Assignment of Trade Names and Trademarks.** Assignor does hereby assign, transfer and convey to Assignee all of its rights, title and interest in and to the words "Sugarloaf," "Sugarloaf Country Club" and the letters "CSC" and in any logos or trademarks incorporating the words "Sugarloaf," "Sugarloaf Country Club" and/or the letters "CSC," together with all of the good will of the business symbolized thereby. Without limiting the generality of the foregoing, Assignor does hereby expressly assign, transfer and convey to Assignee, its entire right, title and interest in and to the Trademarks, including in and to all applications, registrations, and common law rights related thereto, and all other rights pertaining to ownership of said Trademarks, including all rights to recover for past infringement thereof, together with all of the good will of the business symbolized thereby.

2. **Representations and Warranties.** Assignor represents and warrants to Assignee that (a) Assignor has not sold or transferred the Trademarks to any third party; (b) Assignor has the right, power and authority to enter into this Assignment; (c)

Assignor has no knowledge of any actions, suits or proceedings involving the Trademarks currently pending or threatened by or against Assignor; and (d) after the Effective Date of this Assignment, Assignor will not challenge Assignee's use of the Trademarks. Assignor makes no other representations or warranties, express or implied.

3. **Cooperation.** Assignor covenants and agrees that it will execute all documents, forms and authorizations and take any other actions as may be required for the purpose of completely vesting in the Assignee full right, title and interest in and to the Trademarks.

4. **Binding Effect.** This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

5. **Waiver, Amendment, Modification.** No waiver of any provision of this Assignment shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. This Assignment shall not be amended except by written instrument signed by all parties hereto.

6. **Notice.** All notices required or permitted hereunder shall be in writing and shall be addressed to the parties hereto or their designated representatives as set forth immediately below, or to such other addresses as the parties hereto shall from time to time designate to the others by notice in writing as herein provided, and shall be (a) delivered personally, (b) mailed by certified mail, return receipt requested, postage prepaid, (c) sent by next-day or overnight mail or delivery, (d) sent by facsimile transmission to a number provided in writing by the recipient, provided such transmission is confirmed mechanically, or (e) sent by email to an email address provided in writing by the recipient. Notices shall be deemed effective, given and received (a) on the date of delivery if delivered personally, (b) on the third day following deposit in the mail if delivered by mail, (c) on the first business day following the date delivered to the overnight mail or delivery service if delivered by overnight mail or delivery, (d) on the date of transmission if delivered by facsimile transmission, and (e) on the date of confirmed delivery if delivered by email.

If to Assignor: Crescent Resources, LLC  
400 S. Tryon Street  
Suite 1300  
Charlotte, NC 28285

If to Assignee: Sugarloaf Residential Property Owners Association, Inc.  
6340 Sugarloaf Parkway  
Suite 280  
Duluth, GA 30097  
Attn: President

7. **Severability.** If any provision of this Assignment is found invalid or unenforceable under judicial decree or decision, the remainder shall remain valid and enforceable according to its terms.

8. **Governing Law.** This Assignment shall be governed by the laws of the State of Georgia.

9. **Headings.** The headings contained in this Assignment are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Assignment.

10. **Counterparts.** This Assignment may be executed in any number of counterparts and by different parties on separate counterparts, each of which when executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute but one and the same instrument. This Assignment may be executed and the signature pages transmitted between the parties via electronic mail or facsimile. Signatures transmitted via electronic mail or facsimile shall be deemed original signatures for all purposes.

IN WITNESS WHEREOF, the Assignor and the Assignee hereby agree and accept the foregoing terms and conditions and have hereunto set their hands and seals as of the day and year first above written.

Sworn to and subscribed before me  
this 4th day of



Notary Public  
My Commission Expires: SEP 2011

ASSIGNOR:

CRESCENT RESOURCES, LLC, a Georgia  
limited liability company

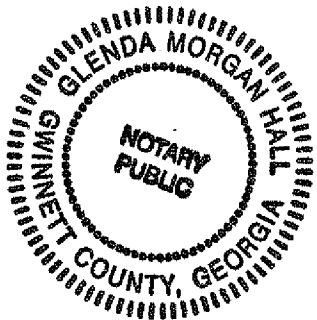
By: [Signature]

Name: JOHN A. BOGANSKO

Its: V.P. [SEAL]

Sworn to and subscribed before me  
this 17 day of

August, 2010.  
[Signature]  
Notary Public  
My Commission Expires: 9-13-2011  
[Notary Seal]



ASSIGNEE:

SUGARLOAF RESIDENTIAL PROPERTY  
OWNERS ASSOCIATION, INC., a Georgia  
nonprofit corporation

By: [Signature]

Name: MARK ANDERSSON

Its: BOARD CHAIR [SEAL]