

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement - First Lien

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Crescent Resources, LLC		08/09/2012	LIMITED LIABILITY COMPANY: GEORGIA

RECEIVING PARTY DATA

Name:	Jeffries Finance LLC, as Priority Collateral Trustee
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3547718	BELGATE
Registration Number:	3538377	CIRCLE
Registration Number:	2737563	PALMETTO BLUFF
Registration Number:	3538469	T.I.M.E.
Registration Number:	2813040	THE RIVER CLUB
Registration Number:	2962317	CORPORATE CENTRE AT COOL SPRINGS
Registration Number:	3012041	THE SANCTUARY

CORRESPONDENCE DATA

Fax Number: 2127514864
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 212-906-1216
 Email: angela.amaru@lw.com
 Correspondent Name: Angela M. Amaru c/o Latham & Watkins
 Address Line 1: 885 Third Avenue

CH \$190.00 3547718

Address Line 2: Suite 1000
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	039112-0076
NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	08/09/2012

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 9, 2012 (this "Trademark Security Agreement"), is made by Crescent Resources, LLC, a Georgia limited liability company (the "Borrower"), Crescent Holdings, LLC, a Delaware limited liability company ("Holdings"), and each Guarantor listed on Schedule 1 hereto (collectively, the "Original Guarantors") and, together with the Borrower and Holdings, the "Pledgors"), in favor of Jefferies Finance LLC, in its capacity as collateral agent for the Secured Parties (in such capacity and together with any successors in such capacity, the "Priority Collateral Trustee").

W I T N E S S E T H:

WHEREAS, the Pledgors are party to that certain First Lien Pledge and Security Agreement, dated as of August 9, 2012 (the "Security Agreement"), in favor of the Priority Collateral Trustee, pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Priority Collateral Trustee, for the ratable benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Priority Collateral Trustee 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 Pledgor hereby pledges and grants to the Priority Collateral Trustee for the ratable benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor (collectively, the "Trademark Collateral"):

- (a) Trademarks of such Pledgor listed on Schedule 2 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Assets).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Priority Collateral Trustee pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Priority Collateral Trustee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. 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.

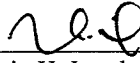
SECTION 4. Termination. Upon the full payment and performance of the Secured Obligations, upon written request of the Borrower, the Priority Collateral Trustee shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing

the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

CRESCENT RESOURCES, LLC


By: 
Kevin H. Lambert, Chief Financial Officer

CRESCENT HOLDINGS, LLC

By: 
Kevin H. Lambert, Chief Financial Officer

**1780, LLC
CAMP LAKE JAMES, LLC
CITALL DEVELOPMENT, LLC
OLD WILDLIFE CLUB, LLC**

By: CRESCENT RESOURCES, LLC,
its sole manager

By: 
Kevin H. Lambert, Chief Financial Officer

GRAND HAVEN DEVELOPERS, LLC

By: LANDMAR GROUP, LLC,
its sole member

By: LANDMAR MANAGEMENT, LLC,
its manager


By: CRESCENT RESOURCES, LLC,
its manager

By: 
Kevin H. Lambert, Chief Financial Officer

LANDMAR GROUP, LLC

By: LANDMAR MANAGEMENT, LLC,
its manager

By: CRESCENT RESOURCES, LLC,
its manager

By: 
Kevin H. Lambert, Chief Financial Officer

SCHEDULE 1

ORIGINAL GUARANTORS

NAME	ADDRESS
1780, LLC	227 West Trade Street Suite 1000 Charlotte, NC 28202
Camp Lake James, LLC	
Citall Development, LLC	
GRAND HAVEN DEVELOPERS, LLC	
LandMar Group, LLC	
OLD WILDLIFE CLUB, LLC	

SCHEDULE 2
TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

Company	Registration Number	Registration Date	Country/State	Mark
Crescent Resources, LLC	T05000001156	8/30/2005	Florida	BEACHSCAPE
Crescent Resources, LLC	S-17527	12/10/1998	Georgia	CRESCENT RESOURCES
Crescent Resources, LLC	S23949	02/08/08	Georgia	WATERMARK
Crescent Resources, LLC	14698	03/16/98	North Carolina	HIGH GROVE
Crescent Resources, LLC	T-17542	8/22/2003	North Carolina	BLACK FOREST
Crescent Resources, LLC	T-15101	1/25/1999	North Carolina	CRESCENT COMMUNITIES
Crescent Resources, LLC	T-15100	1/25/1999	North Carolina	CRESCENT RESOURCES
Crescent Resources, LLC	T-17978	6/17/2004	North Carolina	THE FARMS
Crescent Resources, LLC	xxx	12/16/1998	South Carolina	CRESCENT COMMUNITIES
Crescent Resources, LLC	xxx	12/16/1998	South Carolina	CRESCENT RESOURCES
Crescent Resources, LLC	3599 0880	12/18/1998	Tennessee	CRESCENT RESOURCES
1780, LLC	3,290,009	9/11/2007	United States	1780
1780, LLC	3,290,068	9/11/2007	United States	1780 Logo Design
Crescent Resources, LLC	3,547,718	12/16/2008	United States	BELGATE
Citall Development, LLC	3,290,792	9/11/2007	United States	C and Design
Camp Lake James, LLC	3,425,232	5/13/2008	United States	CAMP LAKE JAMES
Camp Lake James, LLC	3,425,231	5/13/2008	United States	CAMP LAKE JAMES and Design
Crescent Resources, LLC	3,538,377	11/25/2008	United States	CIRCLE and Design
Old Wildlife Club, LLC	3,333,766	11/13/2007	United States	OLD WILDLIFE CLUB
Crescent Resources, LLC	2,737,563	7/15/2003	United States	PALMETTO BLUFF
Crescent Resources, LLC	3,538,469	11/25/2008	United States	T.I.M.E.
Crescent Resources, LLC	2,813,040	2/10/2004	United States	THE RIVER CLUB

Company	Registration Number	Registration Date	Country/State	Mark
Crescent Resources, LLC	2,962,317	06/14/05	United States	CORPORATE CENTRE AT COOL SPRINGS
Crescent Resources, LLC	3,012,041	11/01/05	United States	THE SANCTUARY
Grand Haven Developers, LLC	2,165,070	06/16/98	United States	GRAND HAVEN
Landmar Group, LLC	3535781	11/25/08	United States	LANDMAR REALTY, LLC
Landmar Group, LLC	3532887	11/18/08	United States	LANDMAR REALTY
Landmar Group, LLC	3379984	02/12/08	United States	OSPREY GROVE
Landmar Group, LLC	3155785	10/17/06	United States	CREATING COMMUNITIES FOR LIFE
Landmar Group, LLC	3155771	10/17/06	United States	SOUTHERN HILLS and Design
Landmar Group, LLC	3188515	12/26/06	United States	Design only
Landmar Group, LLC	3164446	10/31/06	United States	LANDMAR
Landmar Group, LLC	3161401	10/24/06	United States	EXPRESS ADDRESS HOMES
Landmar Group, LLC	3402260	03/25/08	United States	THE GRAND CLUB
Landmar Group, LLC	2604120	08/06/02	United States	LANDMAR E STREET NEIGHBORHOOD NETWORK and Design
Landmar Group, LLC	2623811	09/24/02	United States	LANDMAR E STREET NEIGHBORHOOD NETWORK

Trademark Applications:

None.