

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327053

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRIME SITE INCORPORATED		12/22/2014	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	DELAWARE LIFE INSURANCE COMPANY, AS COLLATERAL AGENT		
Street Address:	96 WORCESTER STREET, BUILDING I		
Internal Address:	ATTENTION: JAMES ALBAN		
City:	WELLESLEY HILLS		
State/Country:	MASSACHUSETTS		
Postal Code:	02481		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2259345	PSI	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	055771-0001		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	12/22/2014		
Total Attachments: 6			
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TRADEMARK

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 22nd day of December, 2014, by and among each of the parties listed on the signature pages hereof (collectively, jointly and severally, the "**Grantors**" and each, individually, a "**Grantor**") in favor of **DELAWARE LIFE INSURANCE COMPANY**, in its capacity as the collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, the "**Collateral Agent**").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among **PMG HOLDINGS, INC.**, a Texas corporation ("**PMG Holdings**"), **TCC STAFF MANAGEMENT, INC.**, a Texas corporation ("**TCC**"), **ADVANCED TECHNOLOGY GROUP, INC.**, a Pennsylvania corporation ("**ATG**"), **THE PORTFOLIO CONSORTIUM, INC.**, a Texas corporation ("**Portfolio Consortium**"), PMG Holdings, TCC, ATG and Portfolio Consortium, individually and collectively, jointly and severally, "**Borrower**"; for the avoidance of doubt, unless the context otherwise requires, each use of the term "Borrower" in this Agreement shall mean each Borrower individually and all Borrowers collectively), **ASSOCIATIONS, INC.**, a Texas corporation ("**Parent**"), any Subsidiaries of Parent that are Guarantors or become Guarantors thereunder pursuant to Section 7.10, the lenders from time to time party hereto (each, a "**Lender**" and, collectively, the "**Lenders**") and **DELAWARE LIFE INSURANCE COMPANY**, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "**Administrative Agent**") and collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "**Collateral Agent**"), the Lenders have agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to extend Loans to the Borrower as provided for in the Credit Agreement, and the other Credit Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to the Collateral Agent, for the benefit of the Secured Parties, that certain Guaranty and Security Agreement, dated as of December 22, 2014 (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Security Agreement**"); and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to the Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants and pledges to the Collateral Agent, for the benefit of each Secured Party, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "**Security Interest**") in all of such Grantor's right, title and interest in and to the following Collateral owned by such Grantor, whether now owned or hereafter acquired or arising (collectively, the "**Trademark Collateral**");

(a) all Trademarks, including those referred to on Schedule I;

(b) all goodwill of such Grantor's business associated with the use of, and symbolized by, each such Trademark; and

(c) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark, including the right to receive damages, (ii) injury to the goodwill associated with any such Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License to which such Grantor is a party.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter during the term of the Security Agreement.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark that constitutes 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. [RESERVED].

6. COUNTERPARTS. This Trademark Security Agreement is a Credit Document. This Trademark Security Agreement 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 to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement.

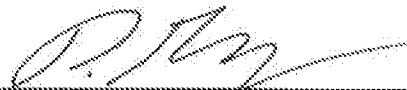
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

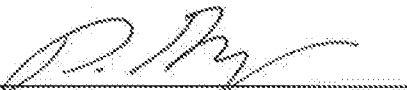
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

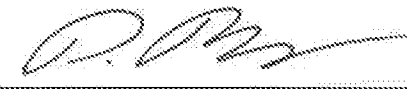
Associations, Inc.

By: 
Name: Paul Reyes
Title: EVP + CLO

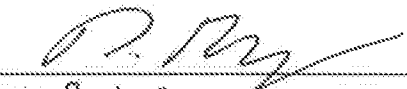
Community Archives, Inc.

By: 
Name: Paul Reyes
Title: Secretary

Prime Site, Incorporated

By: 
Name: Paul Reyes
Title: Secretary


Associa Title, LLC

By: 
Name: Paul Reyes
Title: Secretary

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

COLLATERAL AGENT:

**ACCEPTED AND ACKNOWLEDGED BY:
DELAWARE LIFE INSURANCE COMPANY,**
as the Collateral Agent

By: 
Name: Andrew Kenney
Title: Chief Investment Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Grantor	Country	Mark	Registration No.	Registration Date
Associations, Inc.	Canada	ASSOCIA	2,931,177	10/11/2011
Associations, Inc.	United States	AIMS (& design)	4,198,645	08/28/2012
Associations, Inc.	United States	ASSOCIA	2,931,177	03/08/2005
Associations, Inc.	United States	ASSOCIA (& Design)	2,931,183	03/08/2005
Associations, Inc.	United States	ASSOCIA ADVANTAGE	4,016,465	08/23/2011
Associations, Inc.	United States	ASSOCIA ADVANTAGE (& Design)	4,088,490	01/17/2012
Associations, Inc.	United States	ASSOCIA CARES	3,396,152	03/11/2008
Associations, Inc.	United States	ASSOCIA CLUB MANAGEMENT	4,012,897	08/16/2011
Associations, Inc.	United States	ASSOCIA COMMUNITY WATCH	4,150,803	05/29/2012
Associations, Inc.	United States	ASSOCIA COMMUNITY WATCH (& Design)	4,150,812	05/29/2012
Associations, Inc.	United States	ASSOCIA LIVING	3,005,586	10/11/2005
Associations, Inc.	United States	ASSOCIA ON CALL	4,208,843	09/18/2012
Associations, Inc.	United States	ASSOCIA PAC	3,162,727	10/24/2006
Associations, Inc.	United States	ASSOCIA SUPPORTS KIDS	4,562,203	07/08/2014
Associations, Inc.	United States	ASSOCIA TITLE	4,242,616	11/13/2012

[SCHEDULE I TO TRADEMARK SECURITY AGREEMENT]

Associations, Inc.	United States	ASSOCIA UNIVERSITY	3,396,083	03/11/2008
Associations, Inc.	United States	ASSOCIATION TIMES	3,162,739	10/24/2006
Associations, Inc.	United States	ASSOCIATIONS INSURANCE	3,665,271	08/04/2009
Associations, Inc.	United States	ASSOCIERGE	4,022,983	09/06/2011
Associations, Inc.	United States	CEO DIRECT	4,004,112	07/26/2011
Associations, Inc.	United States	COMMUNITY ARCHIVES	4,213,585	09/25/2012
Associations, Inc.	United States	DAISY (& design)	4,398,942	09/10/2013
Associations, Inc.	United States	HOA COLLECTION SERVICES	4,270,040	01/01/2013
Associations, Inc.	United States	HOMEOWNER LINK ELITE	4,350,305	06/11/2013
Community Archives, Inc.	United States	MAKIN' IT EASY!	3,429,087	05/20/2008
Prime Site Incorporated	United States	PSI	2,259,345	07/06/1999
Associations, Inc.	United States	SCOUT (& design)	4,562,223	07/08/2014
Associa Title, LLC	United States	WE KNOW DALLAS	4,415,676	10/08/2013
Associations, Inc.	United States	LINCOLN HANCOCK RESTORATION	4,429,605	11/05/2013

[SCHEDULE I TO TRADEMARK SECURITY AGREEMENT]

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RECORDED: 12/22/2014

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