

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM335476

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Associations, Inc.		03/17/2015	CORPORATION: TEXAS

## RECEIVING PARTY DATA

<b>Name:</b>	Advanced Technology Group, Inc.
<b>Street Address:</b>	5401 N. Central Expressway
<b>Internal Address:</b>	Suite 300
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75205
<b>Entity Type:</b>	CORPORATION: PENNSYLVANIA

## PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	2931177	ASSOCIA
Registration Number:	4198645	AIMS
Registration Number:	2931183	ASSOCIA
Registration Number:	4016465	ASSOCIA ADVANTAGE
Registration Number:	4088490	ASSOCIA ADVANTAGE
Registration Number:	3396152	ASSOCIA CARES
Registration Number:	4012897	ASSOCIA CLUB MANAGEMENT
Registration Number:	4150803	ASSOCIA COMMUNITY WATCH
Registration Number:	4150812	ASSOCIA COMMUNITY WATCH
Registration Number:	3005586	ASSOCIA LIVING
Registration Number:	4208843	ASSOCIA ON CALL
Registration Number:	3162727	ASSOCIA PAC
Registration Number:	4562203	ASSOCIA SUPPORTS KIDS
Registration Number:	4242616	ASSOCIA TITLE
Registration Number:	3396083	ASSOCIA UNIVERSITY
Registration Number:	3162739	ASSOCIATION TIMES
Registration Number:	3665271	ASSOCIATIONS INSURANCE

CH \$640.00 2931177

Property Type	Number	Word Mark
Registration Number:	4022983	ASSOCIERGE
Registration Number:	4004112	CEO DIRECT
Registration Number:	4213585	COMMUNITY ARCHIVES
Registration Number:	4398942	A
Registration Number:	4270040	HOA COLLECTION SERVICES
Registration Number:	4350305	HOMEOWNER LINK ELITE
Registration Number:	4562223	
Registration Number:	4429605	LINCOLN HANCOCK RESTORATION

**CORRESPONDENCE DATA**

**Fax Number:** 2127514864  
*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.*  
**Phone:** 212-906-1200  
**Email:** angela.amaru@lw.com  
**Correspondent Name:** Latham & Watkins LLP c/o Angela M. Amaru  
**Address Line 1:** 885 Third Avenue  
**Address Line 2:** Suite 1000  
**Address Line 4:** New York, NEW YORK 10022

<b>ATTORNEY DOCKET NUMBER:</b>	055771-0001
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru
<b>SIGNATURE:</b>	/s/ Angela M. Amaru
<b>DATE SIGNED:</b>	03/18/2015

**Total Attachments: 4**  
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source=Associa - Trademark Assignment Executed Copy(1073169 #page4.tif

## TRADEMARK ASSIGNMENT

In accordance with that certain Assignment and Assumption Agreement dated March 7, 2015, between Associations, Inc., a Texas corporation ("Assignor"), and Advanced Technology Group, Inc. a Pennsylvania corporation ("Assignee"), for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, assign, and transfer to Assignee, its successors and assigns, all of Assignor's rights, title and interest in and to the trademarks and service marks listed on the attached Schedule A (the "Trademarks"), whether registered or at common law, together with the goodwill of the business associated with the Trademarks, and all right, title and interest in any registrations or pending applications for the Trademarks, including, but not limited to those listed in the attached Schedule A; in each case, subject to any and all liens, security interests, pledges and other encumbrances thereon (including any liens, security interests, pledges and other encumbrances granted pursuant to that certain Guaranty and Security Agreement dated as of December 22, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") and recorded at the United States Patent and Trademark Office), which liens, security interests, pledges and other encumbrances shall survive this assignment and shall continue unless and until terminated and released pursuant to and in accordance with the Security Agreement.

Assignor further hereby assigns any and all claims, demands, and causes of action for infringement, dilution or other violation of the Trademarks, past, present and future, and all of the proceeds from the foregoing, accrued and unpaid and hereafter accruing.

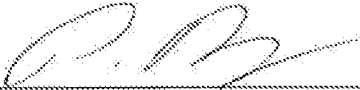
Assignor also hereby assigns to Assignee all income, royalties, and payments due to Assignor with respect to the foregoing assigned Trademarks, including, without limitation, unpaid damages for past, present and future claims for infringement of the assigned Trademarks.

Assignor hereby authorizes and requests the officials of the United States Patent and Trademark Office and the corresponding officials of any and all other countries worldwide to issue any and all trademark registrations for the Trademarks, when granted, to Assignee, as Assignee of Assignor's entire right, title and interest in and to the same, for the sole use and benefit of the Assignee, its successors and assigns.

Assignor also agrees that it will reasonably cooperate with Assignee to fully carry out the terms of this assignment and that it will promptly sign and/or deliver to Assignee all documents which may be reasonably necessary to record this assignment and any prior assignments or other transfers of ownership of the Trademarks in any country of the world and otherwise perfect Assignee's ownership of the Trademarks.

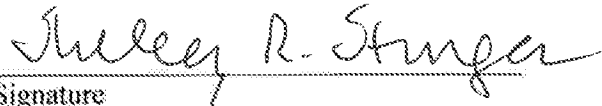
17<sup>th</sup> IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be signed this day of March, 2015.

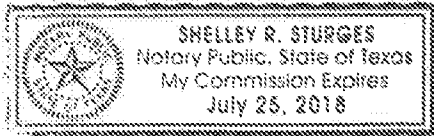
Associations, Inc.

By:   
Name: Paul Reyes  
Title: Executive Vice President & General Counsel

STATE OF TEXAS       §  
  §  
COUNTY OF DALLAS   §

This Trademark Assignment was acknowledged before me on March 17<sup>th</sup>, 2015 by Paul Reyes, the Executive Vice President & General Counsel of Associations, Inc. on behalf of said corporation.

  
Signature



Shelley R. Sturges  
Printed Name

Notary Public in and for the State of Texas

My Commission expires:  
July 25, 2018

**Schedule A  
to Trademark Assignment  
between Associations, Inc. ("Assignor") and Advanced Technology Group, Inc.  
("Assignee")**

**TRADEMARKS**

Country	Mark	Registration No.	Registration Date
Canada	ASSOCIA	2,931,177	10/11/2011
United States	AIMS (& design)	4,198,645	08/28/2012
United States	ASSOCIA	2,931,177	03/08/2005
United States	ASSOCIA (& Design)	2,931,183	03/08/2005
United States	ASSOCIA ADVANTAGE	4,016,465	08/23/2011
United States	ASSOCIA ADVANTAGE (& Design)	4,088,490	01/17/2012
United States	ASSOCIA CARES	3,396,152	03/11/2008
United States	ASSOCIA CLUB MANAGEMENT	4,012,897	08/16/2011
United States	ASSOCIA COMMUNITY WATCH	4,150,803	05/29/2012
United States	ASSOCIA COMMUNITY WATCH (& Design)	4,150,812	05/29/2012
United States	ASSOCIA LIVING	3,005,586	10/11/2005
United States	ASSOCIA ON CALL	4,208,843	09/18/2012
United States	ASSOCIA PAC	3,162,727	10/24/2006
United States	ASSOCIA SUPPORTS KIDS	4,562,203	07/08/2014
United States	ASSOCIA TITLE	4,242,616	11/13/2012
United States	ASSOCIA UNIVERSITY	3,396,083	03/11/2008
United States	ASSOCIATION TIMES	3,162,739	10/24/2006
United States	ASSOCIATIONS INSURANCE	3,665,271	08/04/2009
United States	ASSOCIERGE	4,022,983	09/06/2011
United States	CEO DIRECT	4,004,112	07/26/2011

United States	COMMUNITY ARCHIVES	4,213,585	09/25/2012
United States	DAISY (& design)	4,398,942	09/10/2013
United States	HOA COLLECTION SERVICES	4,270,040	01/01/2013
United States	HOMEOWNER LINK ELITE	4,350,305	06/11/2013
United States	SCOUT (& design)	4,562,223	07/08/2014
United States	LINCOLN HANCOCK RESTORATION	4,429,605	11/05/2013