

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM335479

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Advanced Technology Group, Inc.		03/17/2015	CORPORATION: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Delaware Life Insurance Company		
<b>Street Address:</b>	96 Worcester Street		
<b>Internal Address:</b>	Building 1		
<b>City:</b>	Wellesley Hills		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02481		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 25</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
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	
<b>TRADEMARK</b>			

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: 6

source=Associa - ATG Trademark Security Agreement Executed C #page1.tif

source=Associa - ATG Trademark Security Agreement Executed C #page2.tif

source=Associa - ATG Trademark Security Agreement Executed C #page3.tif

source=Associa - ATG Trademark Security Agreement Executed C #page4.tif

source=Associa - ATG Trademark Security Agreement Executed C #page5.tif

source=Associa - ATG Trademark Security Agreement Executed C #page6.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 17th day of March, 2015, by and between **ADVANCED TECHNOLOGY GROUP, INC.**, a Pennsylvania corporation (the "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, the Grantor entered into that certain Guaranty and Security Agreement, dated as of December 22, 2014, among the Grantor, Associations, Inc., a Texas corporation ("Parent"), and the other grantor parties thereto and the Collateral Agent (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), pursuant to which the Grantor and Parent granted and pledged to the Collateral Agent, for the benefit of each Secured Party, a security interest in the Trademark Collateral (as defined below);

WHEREAS, pursuant to that (i) certain Assignment and Assumption Agreement dated as of the date hereof, by and between Parent and the Grantor, and (ii) that certain Trademark Assignment, dated as of the date hereof, by Parent in favor of the Grantor, Parent assigned to the Grantor certain intellectual property assets, including the Trademark Collateral; and

WHEREAS, pursuant to the Security Agreement, the Grantor is 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, the 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, 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. The 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 the Grantor's right, title and interest in and to the following Collateral owned by the 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 the 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 the 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 the 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. The 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.

**ADVANCED TECHNOLOGY GROUP, INC.**

By: 

Name: PAUL REYES

Title: ~~EXECUTIVE~~ VICE PRESIDENT  
? SECRETARY

**ACCEPTED AND ACKNOWLEDGED BY:**

**DELAWARE LIFE INSURANCE COMPANY,**  
as the Collateral Agent

By: \_\_\_\_\_

Name:

Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

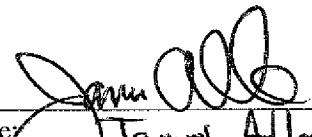
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**ADVANCED TECHNOLOGY GROUP, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**ACCEPTED AND ACKNOWLEDGED BY:**

**DELAWARE LIFE INSURANCE COMPANY,**  
as the Collateral Agent

By:   
Name: James Alban  
Title: Authorized Signer

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 005480 FRAME: 0578**

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
  
TRADEMARK REGISTRATIONS

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

[SCHEDULE I TO TRADEMARK SECURITY AGREEMENT]

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

[SCHEDULE I TO TRADEMARK SECURITY AGREEMENT]

BNV1070742.3

RECORDED: 03/18/2015

TRADEMARK  
REEL: 005480 FRAME: 0580