

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402100

| | | | |
|-----------------------------------|---|-------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | First Lien Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Crescent Communities, LLC | | 10/14/2016 | Limited Liability Company: GEORGIA |
| 1780, LLC | | 10/14/2016 | Limited Liability Company: DELAWARE |
| Camp Lake James, LLC | | 10/14/2016 | Limited Liability Company: DELAWARE |
| Old Wildlife Club, LLC | | 10/14/2016 | Limited Liability Company: DELAWARE |
| Landmar Group, LLC | | 10/14/2016 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | JPMorgan Chase Bank, N.A., as Priority Collateral Trustee | | |
| Street Address: | CIB DMO WLO, Mail code NY1-C413, 4 CMC | | |
| City: | Brooklyn | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 11245-0001 | | |
| Entity Type: | Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 15 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3290009 | 1780 | |
| Registration Number: | 3290068 | 1780 | |
| Registration Number: | 3425232 | CAMP LAKE JAMES | |
| Registration Number: | 3333766 | OLD WILDLIFE CLUB | |
| Registration Number: | 4410833 | MUSIC TO YOUR MOUTH | |
| Registration Number: | 3538377 | CIRCLE | |
| Registration Number: | 2737563 | PALMETTO BLUFF | |
| Registration Number: | 3012041 | THE SANCTUARY | |
| Registration Number: | 4872188 | BRYSON | |
| Registration Number: | 3155785 | CREATING COMMUNITIES FOR LIFE | |
| Registration Number: | 3188515 | | |
| Registration Number: | 3164446 | LANDMAR | |

OP \$390.00 3290009

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|---------|---------------------------------------|
| Registration Number: | 3161401 | EXPRESS ADDRESS HOMES |
| Registration Number: | 2604120 | LANDMAR E STREET NEIGHBORHOOD NETWORK |
| Registration Number: | 2623811 | LANDMAR E STREET NEIGHBORHOOD NETWORK |

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: Michael Violet

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 10/14/2016

Total Attachments: 8

- source=58 - Trademark Security Agreement (first lien) (ESCROW)#page1.tif
- source=58 - Trademark Security Agreement (first lien) (ESCROW)#page2.tif
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Crescent Communities, LLC
- 2. 1780, LLC
- 3. Camp Lake James, LLC
- 4. Old Wildlife Club, LLC
- 5. Landmar Group, LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other 1. LLC-GA; 2. LLC-DE; 3. LLC-DE; 4. LLC-DE; 5. LLC-DE

Citizenship (see guidelines) USA
 Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 14, 2016
 Assignment Merger
 Security Agreement Change of Name
 Other First Lien Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: JPMorgan Chase Bank, N.A., as Priority Collateral Trustee

Street Address: CIB DMO WLO, Mail code NY1-C413, 4 CMC

City: Brooklyn

State: NY

Country: USA Zip: 11248-0001

- Individual(s) Citizenship _____
 Association Citizenship USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and

A. Trademark Application No.(s) Text
 See Schedule 2

identification or description of the Trademark.

B. Trademark Registration No.(s)
 See Schedule 2
 Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant
 Internal Address: _____
 Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street
 City: New York
 State: NY Zip: 10005
 Phone Number: (212) 791-3365
 Docket Number: _____
 Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____
 Authorized User Name _____

9. Signature: Elaine Carrera
 Signature

October 14, 2016
 Date

Elaine Carrera
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0149, or mailed to:
 Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of October 14, 2016 (this “Trademark Security Agreement”), is made by Crescent Communities, LLC, a Georgia limited liability company (the “Borrower”), and each Guarantor listed on Schedule 1 hereto (collectively, the “Original Guarantors” and, together with the Borrower, the “Pledgors”), in favor of JPMorgan Chase Bank, N.A., 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 October 14, 2016 (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;
- (a) all Goodwill associated with such Trademarks; and
- (b) 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 Copyright Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

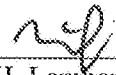
PLEDGORS:

CRESCENT COMMUNITIES, LLC

By: 
Kevin H. Lambert, Chief Financial Officer

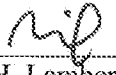
1780, LLC

By: CRESCENT COMMUNITIES, LLC, its manager

By: 
Kevin H. Lambert, Chief Financial Officer

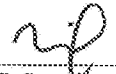
CAMP LAKE JAMES, LLC

By: CRESCENT COMMUNITIES, LLC, its manager

By: 
Kevin H. Lambert, Chief Financial Officer

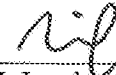
OLD WILDLIFE CLUB, LLC

By: CRESCENT COMMUNITIES, LLC, its manager

By: 
Kevin H. Lambert, Chief Financial Officer


LANDMAR GROUP, LLC

By: CRESCENT COMMUNITIES, LLC, its manager

By: 
Kevin H. Lambert, Chief Financial Officer

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Priority Collateral Trustee

By: 
Name:
Title: Chiara Carter
Executive Director

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

ORIGINAL GUARANTORS

| NAME | ADDRESS |
|------------------------|---|
| 1780, LLC | 227 West Trade Street, Suite 1000, Charlotte, NC 28202 |
| Camp Lake James, LLC | 227 West Trade Street, Suite 1000, Charlotte, NC 28202 |
| Old Wildlife Club, LLC | 227 West Trade Street, Suite 1000, Charlotte, NC 28202 |
| Landmar Group, LLC | 227 West Trade Street, Suite 1000, Charlotte, NC 28202 |

SCHEDULE 2
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations and Applications:

| Company | Registration or Application Number | Registration or Filing Date | Country/State | Mark |
|---------------------------|---|------------------------------------|----------------------|--|
| Crescent Communities, LLC | S-17527 | 12/10/1998 | Georgia | CRESCENT RESOURCES |
| Crescent Communities, LLC | S-23949 | 02/08/2008 | Georgia | WATERMARK (& Design) |
| Crescent Communities, LLC | 015101 | 01/25/1999 | North Carolina | CRESCENT COMMUNITIES |
| Crescent Communities, LLC | 017978 | 06/17/2004 | North Carolina | THE FARMS (& Rooster Shaped Weather Vane Design) |
| Crescent Communities, LLC | xxx | 12/16/1998 | South Carolina | CRESCENT COMMUNITIES |
| 1780, LLC | 3,290,009 | 09/11/2007 | United States | 1780 |
| 1780, LLC | 3,290,068 | 09/11/2007 | United States | 1780 (& Design) |
| Camp Lake James, LLC | 3,425,232 | 05/13/2008 | United States | CAMP LAKE JAMES |
| Old Wildlife Club, LLC | 3,333,766 | 11/13/2007 | United States | OLD WILDLIFE CLUB |
| Crescent Communities, LLC | 4,410,833 | 10/01/2013 | United States | MUSIC TO YOUR MOUTH |
| Crescent Communities, LLC | 3,538,377 | 11/25/2008 | United States | CIRCLE (& Design) |
| Crescent Communities, LLC | 2,737,563 | 07/15/2003 | United States | PALMETTO BLUFF |
| Crescent Communities, LLC | 3,012,041 | 11/01/2005 | United States | THE SANCTUARY |
| Crescent Communities, LLC | 4,872,188 | 12/15/2015 | United States | BRYSON |
| LandMar Group, LLC | 3,155,785 | 10/17/2006 | United States | CREATING COMMUNITIES FOR LIFE |
| LandMar Group, | 3,188,515 | 12/26/2006 | United States | Squares Design |

| Company | Registration or Application Number | Registration or Filing Date | Country/State | Mark |
|--------------------|---|------------------------------------|----------------------|--|
| LLC | | | | |
| LandMar Group, LLC | 3,164,446 | 10/31/2006 | United States | LANDMAR |
| LandMar Group, LLC | 3,161,401 | 10/24/2006 | United States | EXPRESS ADDRESS HOMES |
| Landmar Group, LLC | 2,604,120 | 08/06/2002 | United States | LANDMAR E STREET NEIGHBORHOOD NETWORK (& Design) |
| Landmar Group, LLC | 2,623,811 | 09/24/2002 | United States | LANDMAR E STREET NEIGHBORHOOD NETWORK |