

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402144

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second 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:	Wilmington Trust, National Association, as Parity Collateral Trustee		
Street Address:	50 S. Sixth St., Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
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:	10/17/2016

Total Attachments: 7

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SECOND LIEN 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 "Company"), Crescent Direct Holdings, LLC, a Delaware limited liability company ("Holdings"), and each Guarantor listed on Schedule 1 hereto (collectively, the "Original Guarantors" and, together with the Company and Holdings, the "Pledgors"), in favor of Wilmington Trust, National Association, in its capacity as collateral agent for the Secured Parties (in such capacity and together with any successors in such capacity, the "Parity Collateral Trustee").

WITNESSETH:

WHEREAS, the Pledgors are party to that certain Second Lien Pledge and Security Agreement dated as of October 14, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Parity 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 Holders to purchase the Notes, the Pledgors hereby agree with the Parity 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 Parity 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 and Collateral Trust Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Parity Collateral Trustee pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Parity 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 and Collateral Trust 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 or Collateral Trust Agreement, the provisions of the Security Agreement or Collateral Trust Agreement, as applicable, shall control.

SECTION 4. Termination. Upon the full payment and performance of the Parity Lien Obligations, upon written request of the Company, the Parity 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]

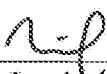
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGORS:

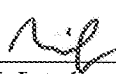
CRESCENT COMMUNITIES, LLC

By: 
Kevin H. Lambert, Chief Financial Officer

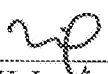
1780, LLC

By: 
Kevin H. Lambert, Chief Financial Officer

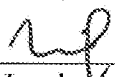
CAMP LAKE JAMES, LLC

By: 
Kevin H. Lambert, Chief Financial Officer

OLD WILDLIFE CLUB, LLC


By: 
Kevin H. Lambert, Chief Financial Officer

LANDMAR GROUP, LLC

By: 
Kevin H. Lambert, Chief Financial Officer

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
solely in its capacity as Parity Collateral Trustee

By: 
Name: Lynn M. Steiner
Title: Vice President

CRESCENT COMMUNITIES, LLC
TRADEMARK SECURITY AGREEMENT

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

Company	Registration or Application Number	Registration or Filing Date	Country/State	Mark
LandMar Group, LLC	3,188,515	12/26/2006	United States	Squares Design
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