

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480482

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crescent Communities, LLC		07/02/2018	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	Crescent Communities II, LLC		
Street Address:	227 West Trade Street		
Internal Address:	Suite 1000		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	5428523	FH	
Registration Number:	3538377	CIRCLE	
Serial Number:	87699386	BIGBY	
Serial Number:	87682592	CANVAS	
Serial Number:	87682603	CANVAS	
Serial Number:	87294411	CRESCENT COMMUNITIES	
Serial Number:	87620768	CRESCENT COMMUNITIES	
Serial Number:	87682614	CRESCENT U	
Serial Number:	87632758	FIELDING	
Serial Number:	87590259	N	
Serial Number:	87559991	NOVEL	
Serial Number:	87780455	CRESCENT COMMUNITIES	
Serial Number:	87764475	THE RIVER DISTRICT	
Serial Number:	87764467	THE RIVER DISTRICT	
Serial Number:	87764455	THE RIVER DISTRICT	
Serial Number:	87764460	THE RIVER DISTRICT	
Serial Number:	87764484	R	
Serial Number:	87764479	R	
TRADEMARK			

OP \$465.00 5428523

CORRESPONDENCE DATA**Fax Number:** 9192868199*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:** 919 286-8000**Email:** PTO_TMconfirmation@mvalaw.com, vishvamiyani@mvalaw.com**Correspondent Name:** MOORE & VAN ALLEN PLLC**Address Line 1:** 3015 CARRINGTON MILL BOULEVARD**Address Line 2:** SUITE 400**Address Line 4:** MORRISVILLE, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	035649.179
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NAME OF SUBMITTER:	John Slaughter
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SIGNATURE:	/john slaughter/
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DATE SIGNED:	07/03/2018
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Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment (“**Assignment**”), effective July 2, 2018, is made and entered into by and between Crescent Communities, LLC, a Georgia limited liability company (“**Assignor**”) and Crescent Communities II, LLC, a Delaware limited liability company (“**Assignee**”, and together with the Assignor, each a “**Party**”, and collectively, the “**Parties**”).

WHEREAS, Assignor is the current owner of certain trademarks, trade names, logos and/or service marks and other indicia of origin, both registered and unregistered, which are used in the course of operating the Acquired Businesses (as defined in the Purchase Agreement), including those trademarks that are listed on **Schedule A** (collectively, the “**Assigned Trademarks**”), and in furtherance of the transactions contemplated by the Membership Interest Purchase Agreement dated as of April 26, 2018 made by and among Sumitomo Forestry America, Inc., a Washington corporation, and Assignor (the “**Purchase Agreement**”), the Parties intend and agree that Assignee should own the Assigned Trademarks.

NOW THEREFORE, in consideration of the mutual agreements herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, assigns and delivers to Assignee all of Assignor's right, title and interest in and to each Assigned Trademark, including without limitation, any registrations and applications therefor, any renewals of the registrations, and all other corresponding rights that are or may be secured under the laws of any country or jurisdiction, now or hereafter in effect, provided that, only with respect to United States intent-to-use trademark applications, the transfer of such applications accompanies the transfer of Assignor's business, or portion of the business to which such trademarks pertain, and that business is ongoing and existing, any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing, all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law of any jurisdiction throughout the world, and any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages, together with the goodwill symbolized thereby and all common-law rights related thereto, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives. Assignee shall hold the rights to the foregoing for and during the existence of such Assigned Trademarks, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Recordation. Assignor hereby requests the Commissioner of Patents and Trademarks and any other applicable governmental entity or registrar (including any

applicable U.S. state office or registrar), to record Assignee as the owner of the Assigned Trademarks, and to issue the Assigned Trademarks to Assignee, as assignee of the entire right, title and interest in, to, and under the same. Assignee shall have the right to record this Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Assigned Trademarks.


3. Further Assurances. Assignor further agrees to diligently execute any additional documents or take any other actions, at Assignee's reasonable request, for the purposes of consummating the transactions contemplated hereunder.

[Signature page follows.]

IN WITNESS WHEREOF, each of the Parties hereto have caused this Assignment to be signed by a person duly authorized, all as of the date first written above.

Crescent Communities, LLC


Date: July 2, 2018

By: 

Name: Kevin H. Lambert
Title: Chief Financial Officer

Crescent Communities II, LLC

Date: July 2, 2018

By: 

Name: Kevin H. Lambert
Title: Chief Financial Officer

**Schedule A
Trademarks**

Company	Registration or Application Number	Registration or Filing Date	Country / State	Mark
Crescent Communities, LLC	87/699,386	11/28/2017	United States	Bigby
Crescent Communities, LLC	87/682,592	11/13/2017	United States	Canvas
Crescent Communities, LLC	87/682,603	11/13/2017	United States	Canvas
Crescent Communities, LLC	015101	1/25/1999	North Carolina	Crescent Communities
Crescent Communities, LLC	N/A	12/16/1998	South Carolina	Crescent Communities
Crescent Communities, LLC	87/294,411	1/9/2017	United States	Crescent Communities
Crescent Communities, LLC	87/620,768	9/25/2017	United States	Crescent Communities
Crescent Communities, LLC	87/682,614	11/13/2017	United States	Crescent U
Crescent Communities, LLC	S-17527	12/10/1998	Georgia	Crescent Resources
Crescent Communities, LLC	5,428,523	03/20/2018	United States	FH & Design
Crescent Communities, LLC	87/632,758	10/4/2017	United States	Fielding (logo)
Crescent Communities, LLC	87/590,259	8/30/2017	United States	N stylized (Novel Logo)
Crescent Communities, LLC	87/559,991	8/8/2017	United States	Novel (Logo)
Crescent Communities, LLC	S-23949	2/8/2008	Georgia	Watermark (& Design)
Crescent Communities, LLC	3,538,377	11/25/2008	United States	Circle (& Design)
Crescent Communities, LLC	87/780455	02/01/2018	United States	Crescent Communities (& Design)
Crescent Communities, LLC	87/764475	01/22/2018	United States	The River District stylized
Crescent Communities, LLC	87/764467	01/22/2018	United States	The River District stylized
Crescent Communities, LLC	87/764455	01/22/2018	United States	The River District
Crescent Communities, LLC	87/764460	01/22/2018	United States	The River District
Crescent Communities, LLC	87/764484	01/22/2018	United States	R (& Design)
Crescent Communities, LLC	87/764479	01/22/2018	United States	R (& Design)
Crescent Communities, LLC	NC 15100	01/25/1999	North Carolina	Crescent Resources
Crescent Communities, LLC	No registration number	12/18/1998	South Carolina	Crescent Resources

TRADEMARK

REEL: 006370 FRAME: 0691

RECORDED: 07/03/2018