

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482252

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DYNAMIC COMMUNITIES, LLC		07/17/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CAPITAL SOUTHWEST CORPORATION		
Street Address:	5400 Lyndon B. Johnson Freeway, Suite 1300		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75240		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4438926	AX PARTNER CONNECTIONS	
Registration Number:	4439022	AX PARTNER CONNECTIONS	
Registration Number:	3579301	AXUG	
Registration Number:	5486102	COMMUNITY AS A SERVICE	
Registration Number:	4012555	CRMUG	
Registration Number:	3523177	DYNAMIC COMMUNITIES	
Registration Number:	4439023	GP PARTNER CONNECTIONS	
Registration Number:	4439024	GP PARTNER CONNECTIONS	
Registration Number:	4012553	GPUG	
Registration Number:	4439021	NAVUG	
Registration Number:	4497043	NAVUG	
Registration Number:	3500734	IT'S THE POWER OF US	
Registration Number:	3594194		
CORRESPONDENCE DATA			
Fax Number:	2149326499		
<i>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.</i>			
Phone:	2149326400		
Email:	sshernandez@mcguirewoods.com		
TRADEMARK			

OP \$340.00 4438926

Correspondent Name: SUSAN DIAMOND
Address Line 1: 2000 MCKINNEY AVENUE, SUITE 1400
Address Line 2: MCGUIREWOODS LLP
Address Line 4: DALLAS, TEXAS 75201

ATTORNEY DOCKET NUMBER: 2067673-0016

NAME OF SUBMITTER: Stephanie Hernandez

SIGNATURE: /Stephanie Hernandez/

DATE SIGNED: 07/17/2018

Total Attachments: 3

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

July 17, 2018

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, DYNAMIC COMMUNITIES, LLC (“Grantor”), having its principal office at 5415 West Sligh Avenue, Suite 102, Tampa, Florida 33634, hereby grants to CAPITAL SOUTHWEST CORPORATION, having its principal office at 5400 Lyndon B. Johnson Freeway, Suite 1300, Dallas, Texas 75240 in its capacity as Agent (in such capacity, “Grantee”), a security interest in (a) all of Grantor’s right, title and interest in and to the United States trademarks set forth on Schedule A attached hereto (collectively, the “Marks”, and each, a “Mark”), (b) all proceeds and products of each Mark, (c) the goodwill of the businesses with which each Mark is associated and (d) all causes of action arising prior to or after the date hereof for infringement of each Mark or unfair competition regarding the same. For clarity, Marks shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Marks.

THIS GRANT is made to secure the satisfactory performance and payment of the Obligations, as such term is defined in that certain CREDIT AGREEMENT, dated as of the date hereof (as amended, modified, restated and/or supplemented from time to time, the “Credit Agreement”). Upon termination of the Credit Agreement and the payment in full of the Obligations (as defined in the Credit Agreement), Grantee shall execute, acknowledge and deliver to Grantor, upon Grantor’s request, an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are as set forth in the Credit Agreement. In the event that any provisions of this Grant are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date set forth above.

GRANTOR:

DYNAMIC COMMUNITIES, L.L.C.
a Delaware limited liability company

By: _____
Name: William H. Hanscher, Jr.
Title: Vice President

(Signature Page to Grant of Security Interest in Trademarks)

Schedule A to Grant of Security Interest in United States Trademarks

<u>Name of Loan Party</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Registered Owner</u>
Dynamic Communities, LLC	4438926	November 26, 2013	Dynamic Communities, LLC
Dynamic Communities, LLC	4439022	November 26, 2013	Dynamic Communities, LLC
Dynamic Communities, LLC	3579301	February 24, 2009	Dynamic Communities, LLC
Dynamic Communities, LLC	5486102	June 5, 2018	Dynamic Communities, LLC
Dynamic Communities, LLC	4012555	August 16, 2011	Dynamic Communities, LLC
Dynamic Communities, LLC	3523177	October 28, 2008	Dynamic Communities, LLC
Dynamic Communities, LLC	4439023	November 26, 2013	Dynamic Communities, LLC
Dynamic Communities, LLC	4439024	November 26, 2013	Dynamic Communities, LLC
Dynamic Communities, LLC	4012553	August 16, 2011	Dynamic Communities, LLC
Dynamic Communities, LLC	4439021	November 26, 2013	Dynamic Communities, LLC
Dynamic Communities, LLC	4497043	March 18, 2014	Dynamic Communities, LLC
Dynamic Communities, LLC	3500734	July 1, 2008	Dynamic Communities, LLC
Dynamic Communities, LLC	3594194	March 24, 2009	Dynamic Communities, LLC