

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM484760

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Trademark Assignment	
<b>SEQUENCE:</b>		1	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Crescent Communities II, LLC		08/02/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fielding Homes Design Company, LLC		
<b>Street Address:</b>	227 West Trade Street		
<b>Internal Address:</b>	Suite 1000		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28202		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5501225	FIELDING	
<b>Registration Number:</b>	5428523	FH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	4048852768		
<b>Email:</b>	trademarks@troutmansanders.com		
<b>Correspondent Name:</b>	Susan A. Russell		
<b>Address Line 1:</b>	600 PEACHTREE STREET, NE, SUITE 3000		
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30308		
<b>NAME OF SUBMITTER:</b>		Susan A. Russell	
<b>SIGNATURE:</b>		/Susan A. Russell/	
<b>DATE SIGNED:</b>		08/03/2018	
<b>Total Attachments: 4</b>			
source=Fielding and FH & Design - USPTO - Trademark Assignment - CCII to Fielding HomesDesign Company#page1.tif			
source=Fielding and FH & Design - USPTO - Trademark Assignment - CCII to Fielding HomesDesign			

CH \$65.00 5501225

Company#page2.tif

source=Fielding and FH & Design - USPTO - Trademark Assignment - CCII to Fielding HomesDesign

Company#page3.tif

source=Fielding and FH & Design - USPTO - Trademark Assignment - CCII to Fielding HomesDesign

Company#page4.tif

## TRADEMARK ASSIGNMENT

This Trademark Assignment (“**Assignment**”), effective August 2, 2018, is made and entered into by and between Crescent Communities II, LLC, a Delaware limited liability company (“**Assignor**”) and Fielding Homes Design Company, 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 the trademarks that are listed on **Schedule A** (collectively, the “**Assigned Trademarks**”), and 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 II, LLC**

Date: 8/2/18

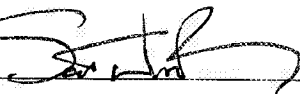
By: 

Name: KEVIN LAMBERT

Title: CHIEF FINANCIAL OFFICER

**Fielding Homes Design Company, LLC**

Date: 8/2/18

By: 

Name: SCOTT WEDEMER

Title: PRESIDENT

**Schedule A  
Trademarks**

**Trademark Registrations**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
FIELDING	5501225	06/26/18
FH and Design	5428523	03/20/18