

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM542669

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
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 W. Trade Street, Suite 1000		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5588220	NOVEL	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853330		
Email:	trademarks@troutman.com		
Correspondent Name:	Michael D. Hobbs, Jr., Esq.		
Address Line 1:	600 Peachtree Street NE, Suite 3000		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	245864.000179		
NAME OF SUBMITTER:	Michael D. Hobbs, Jr., Esq.		
SIGNATURE:	/Michael Hobbs/		
DATE SIGNED:	09/26/2019		
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

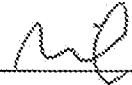
applicable U.S. state office or registrar), to record Assignee as the owner of the Assigned Trademarks, and to issue the Assigned Trademarks to Assignee, as assignee of the entire right, title and interest in, to, and under the same. Assignee shall have the right to record this Assignment with all applicable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

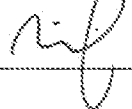
IN WITNESS WHEREOF, each of the Parties hereto have caused this Assignment to be signed by a person duly authorized, all as of the date first written above.

Crescent Communities, LLC

By:  _____

Name: Kevin H. Lambert
Title: Chief Financial Officer

Crescent Communities II, LLC

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	5588220	8/8/17	United States	NOVEL