

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396381

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 River, LLC		08/11/2016	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	River Club Investors LLC		
Street Address:	14502 N. Dale Marby Hwy.		
Internal Address:	Suite 327		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33618		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2813040	THE RIVER CLUB	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	CLT-TMCorrespondence@mvalaw.com		
Correspondent Name:	Samantha N. Skains		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700		
Address Line 4:	Charlotte, NORTH CAROLINA 28202-4003		
ATTORNEY DOCKET NUMBER:	035649.000059		
NAME OF SUBMITTER:	Samantha N. Skains		
SIGNATURE:	/sns/		
DATE SIGNED:	08/25/2016		
Total Attachments: 4			
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OP \$40.00 2813040

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property ("Assignment"), dated this 11 day of August, 2016, is by and between Crescent River, LLC, a Georgia limited liability company ("Assignor"), c/o Crescent Communities, LLC, 227 West Trade Street, Suite 1000, Charlotte, NC 28202, and River Club Investors LLC, a Delaware limited liability company ("Assignee"), c/o Paulson Refii Acquisitions LLC, 14502 N. Dale Mabry Hwy, Suite 327, Tampa, FL 33618.

R E C I T A L S

WHEREAS, Assignor is the registrant of record and owner of the Internet domain name, as more particularly set forth on Schedule A attached hereto (the "Domain Name") ;

WHEREAS, Assignor is also the owner of record owner of the entire right, title and interest in and to U.S. Service Mark Registration No. 2,813,040 ("Registration") for the mark THE RIVER CLUB ("Mark"), including any and all goodwill symbolized thereby;

WHEREAS, Assignor intends to assign the Domain Name, Registration and Mark, and all intellectual property rights therein that in any way relate to the foregoing (collectively, the "Intellectual Property");

WHEREAS, pursuant to the terms and conditions of a Purchase and Sale Agreement dated March 1, 2016, by and among Assignor and Assignee as amended to date (the "PSA"); Assignor desires to assign and/or transfer the Intellectual Property to Assignor, and Assignee desires to acquire the Intellectual Property and become the registrant of record and owner of the Intellectual Property; and

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants, warranties and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor does hereby assign, transfer, convey and sell unto Assignee its entire right, title and interest in and to the Intellectual Property, including, without limitation, all goodwill of the Assignor and the business appurtenant to, associated with, or symbolized by, the Intellectual Property; the right (but not the obligation) to sue and recover for past, present and future infringements of the Intellectual Property; all rights of Assignor corresponding to the Intellectual Property ; all rights and interests pursuant to licensing or other agreements in favor of the Assignor pertaining to the Intellectual Property; and all proceeds of any of the foregoing (such as, by way of example, license royalties and proceeds of infringement suits).

2. Notwithstanding the foregoing, digital content associated with the Domain Name is currently housed on Assignor's server, which digital content, to the extent permissible, will be transferred to, and website rebuilt upon, Assignee's server. Any and all information concerning or relating to the affiliation to, ownership of or control by Assignor, or its parent company, *Crescent Communities, LLC*, said website or its associated digital content, shall be deleted or "scrubbed" by Assignor within ninety (90) days following the date of this Assignment. To the

extent Assignor has a transferrable interest or right in the website, Assignor will cooperate with Assignee to transfer the associated content to Assignee's server.

3. Assignor hereby covenants and agrees that Assignor will, at the request of the Assignee and without further consideration, execute and deliver such other instruments of transfer, conveyance and assignment, and take such other action as may reasonably be necessary to more effectively assign and deliver to, and vest in, the Assignee, its successors and assigns, good title to the Intellectual Property hereby sold, transferred, conveyed, assigned and delivered. Assignor further covenants and agrees that the mark is not being used by any third party unrelated to Assignor or its parent company, *Crescent Communities, LLC*, and Assignor will not at any time knowingly take any action that would, or would reasonably be likely to, impair the rights of Assignee in and to the Intellectual Property or adversely affect the validity of the Intellectual Property.

4. This Assignment shall be construed in accordance with the internal laws of the State of Georgia.

5. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators legal representatives, successors and assigns.

6. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be exchanged by facsimile or other electronic transmission.

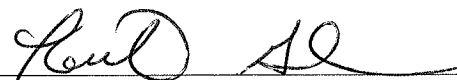
[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment to be effective as of the date set forth above.

ASSIGNOR:

CRESCENT RIVER, LLC, a Georgia limited liability company,

By: CRESCENT COMMUNITIES, LLC, a Georgia limited liability company, Its Manager

By: 
Name: Keith Glenn
Its: Sr. Vice President

~~ASSIGNEE:~~

~~RIVER CLUB INVESTORS LLC,~~
~~a Delaware limited liability company.~~

~~By: _____~~
~~Name: Jon Shumaker~~
~~Its: Authorized Signatory~~

SCHEDULE A

Domain Names

Registering Authority

www.riverclub.com	GoDaddy.com, LLC
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