

07-25-2000



101413559

7-14-00

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership Corporation Association
 - Other
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

07/24/2000 MTHA11 00000077 2234178

01 FC:481 40.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002108 FRAME: 0152

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Federal Research Corp.

Address (line 1)

400 Seventh St NW

Address (line 2)

Suite 101

Address (line 3)

Washington DC 20004

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

12

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

2,234,178	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40⁰⁰

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Tracy McDermott

Name of Person Signing

Tracy McDermott

Signature

7/12/00

Date Signed

ADDITIONAL NAMES OF CONVEYING PARTIES:

STARPOINTE SCC GOLF VENTURES LLC

STARPOINTE SCC CONDOMINIUM VENTURES LLC

SCC A-M CLUB LLC

**FIRST AMENDMENT TO COLLATERAL ASSIGNMENT OF TRADEMARKS,
TRADE NAMES AND LICENSES AND SECURITY AGREEMENT**

This First Amendment to Collateral Assignment of Trademarks, Trade Names and Licenses and Security Agreement (this "Amendment") is made as of the 23rd day of June, 2000, by and among STARPOINTE SCC HOLDINGS, LLC, a Delaware limited liability company ("Starpointe Holdings"), STARPOINTE SCC GOLF VENTURES LLC, an Arizona limited liability company ("Starpointe Golf"), STARPOINTE SCC CONDOMINIUM VENTURES LLC, an Arizona limited liability company ("Starpointe Condominium"), SCC A-M CLUB LLC, an Arizona limited liability company ("SCC A-M" and, together with Starpointe Holdings, Starpointe Golf and Starpointe Condominium, the "Original Assignors"), and OHIO SAVINGS BANK, a federal savings bank ("Assignee").

WITNESSETH:

WHEREAS, Original Assignors and Assignee are parties to that certain Acquisition Loan Agreement (the "Loan Agreement") dated November 19, 1999, which Loan Agreement provides, among other things, for the granting by Original Assignors to Assignee of a security interest in and to certain trademarks, trade names and licenses as more particularly described therein; and

WHEREAS, Original Assignors previously executed and delivered to Assignee that certain Collateral Assignment of Trademarks, Trade Names and Licenses and Security Agreement dated November 19, 1999, and recorded on December 1, 1999, at Reel/Frame 001000/0447 of the Official Records of the United States Department of Commerce Patent and Trademark Office (the "Assignment") granting Assignee a security interest in and to the Trademarks, Trade Names and Licenses (as such capitalized terms are defined therein); and

WHEREAS, Original Assignors have requested that certain provisions of the Assignment be amended, and Assignee is willing to so amend the Assignment, but only upon the terms and conditions set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignee hereby releases and discharges Starpointe Golf and SCC A-M (collectively, the "Released Assignors") of and from any and all obligations, liabilities, conditions, agreements, promises and covenants imposed upon them, as Assignors, under the Assignment and agrees that Assignee shall not hereafter assert nor seek to enforce the provisions of the Assignment, or any rights or remedies of Assignee thereunder, against the Released Assignors.

2. Assignee hereby releases and reconveys, without covenant or warranty, express or implied, unto the parties legally entitled thereto all right, title and

interest acquired by Assignee under the Assignment in and to only the Trademarks, Trade Names and Licenses now owned or hereafter acquired by the Released Assignors, including, without limitation, (a) that certain Class 06 Liquor No. 06070323 issued to SCC A-M by the Arizona Department of Liquor Licenses and Control; and (b) that trademark/trade name *Scottsdale Country Club* registered to Starpointe Golf under Federal Registration No. 2,234,178 of Official Records of the United States Department of Commerce Patent and Trademark Office.

3. The term "Assignors" as used in the Assignment shall be deemed to refer to only to the Remaining Assignors.

4. It is hereby agreed that, other than as specifically set forth herein (a) the remaining terms of the Assignment shall remain in full force and effect, and (b) nothing contained in this Amendment is intended to or shall be construed as relieving any person or entity, whether a party to this Amendment or not, of any of such person's or entity's obligations to Assignee. In the event of a conflict between the terms of this Amendment (on the one hand) and the Assignment (on the other hand), the terms of this Amendment shall control. This Amendment supplements and replaces in its entirety any prior agreements or understanding, oral or written, by or between Lender and Original Assignors with respect to the matters herein contained.

5. Each Remaining Assignor hereby certifies to Assignee that the Assignment, as amended hereby, is in full force and effect as of the date of this Amendment and has not been modified except as set forth herein.

IN WITNESS WHEREOF, this First Amendment to Collateral Assignment of Trademarks, Trade Names and Licenses and Security Agreement is executed as of the day and year first above written.

[SIGNATURE PAGE FOLLOWS]

**SIGNATURE PAGE TO FIRST AMENDMENT TO COLLATERAL ASSIGNMENT OF
TRADEMARKS, TRADE NAMES AND LICENSES AND SECURITY AGREEMENT**

STARPOINTE SCC HOLDINGS, LLC, a Delaware
limited liability company

By: James A. Coyne
Name: James G. Coyne
Title: member

STARPOINTE SCC GOLF VENTURES LLC, an
Arizona limited liability company

By: Starpointe SCC Holdings, LLC, a Delaware
limited liability company, its sole member

By: James A. Coyne
Name: James G. Coyne
Title: member

STARPOINTE SCC CONDOMINIUM
VENTURES LLC, an Arizona limited liability
company

By: Starpointe SCC Holdings, LLC, a Delaware
limited liability company, its sole member

By: James A. Coyne
Name: James G. Coyne
Title: member


SCC A-M CLUB LLC, an Arizona limited liability
company

By: James A. Coyne
Name: James G. Coyne
Title: Member

**ADDITIONAL SIGNATURE ON
FOLLOWING PAGE**

**CONTINUATION OF
SIGNATURE PAGE TO FIRST AMENDMENT TO COLLATERAL ASSIGNMENT OF
TRADEMARKS, TRADE NAMES AND LICENSES AND SECURITY AGREEMENT**

OHIO SAVINGS BANK, a federal savings bank

By: 
Name: Frank J. Bologna
Title: Senior Vice President

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 23RD day of June, 2000, before me, the undersigned officer,
personally _____ appeared
James G. Coyne, who
acknowledged him/herself to be a member of
STARPOINTE SCC HOLDINGS, LLC, a Delaware limited liability company:

_____ whom I know personally;
_____ whose identity was proven to me on the oath of
_____,
a credible witness by me duly sworn;
α whose identity I verified on the basis of his/her
Arizona Driver's License,

and s/he, in such capacity, being authorized so to do, executed the foregoing instrument for
the purposes therein contained on behalf of that entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY SEAL:

Sandra M. Schenkein
Notary Public

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 23RD day of June, 2000, before me, the undersigned officer, personally _____ appeared James G. Coyne, who acknowledged him/herself to be a member of STARPOINTE SCC HOLDINGS, LLC, a Delaware limited liability company, as the sole member of STARPOINTE SCC GOLF VENTURES LLC, an Arizona limited liability company:

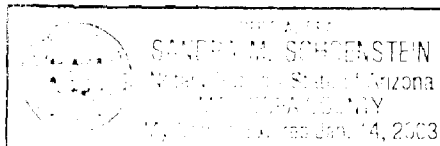
_____ whom I know personally;
_____ whose identity was proven to me on the oath of _____, a credible witness by me duly sworn;
X _____ whose identity I verified on the basis of his/her Arizona Driver's License,

and s/he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of that entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY SEAL:

Sandra M. Schenstein
Notary Public



STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 23RD day of June, 2000, before me, the undersigned officer, personally _____ appeared James G. Coyne, who acknowledged him/herself to be a member of STARPOINTE SCC HOLDINGS, LLC, a Delaware limited liability company, as the sole member of STARPOINTE SCC CONDOMINIUM VENTURES LLC, an Arizona limited liability company:

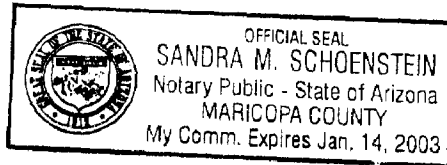
_____ whom I know personally;
_____ whose identity was proven to me on the oath of _____, a credible witness by me duly sworn;
x whose identity I verified on the basis of his/her Arizona Driver's License,

and s/he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of that entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY SEAL:

Sandra M. Schoenstein
Notary Public



STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 23rd day of June, 2000, before me, the undersigned officer,
personally _____ appeared
James G. Coyne, who
acknowledged him/herself to be a member of SCC
A-M CLUB LLC, an Arizona limited liability company:

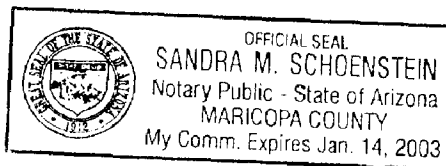
_____ whom I know personally;
_____ whose identity was proven to me on the oath of
_____,
a credible witness by me duly sworn;
✓ whose identity I verified on the basis of his/her
Arizona Driver's License,

and s/he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of that entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY SEAL:

Sandra M. Schoenstein
Notary Public



STATE OF OHIO)
) ss.
County of CUYAHOGA)

On this 23RD day of June, 2000, before me, the undersigned officer,
personally _____ appeared
FRANK J. BOLOGNIA, who
acknowledged him/herself to be Senior Vice President of OHIO
SAVINGS BANK, a federal savings bank:

whom I know personally;
_____ whose identity was proven to me on the oath of
_____,
a credible witness by me duly sworn;
_____ whose identity I verified on the basis of his/her
_____.

and s/he, in such capacity, being authorized so to do, executed the foregoing instrument for
the purposes therein contained on behalf of that entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY SEAL:

Judith M. Paskert
Notary Public

JUDITH M. PASKERT, Notary Public
State of Ohio, Cuyahoga County
My Commission Expires July 15, 2001