

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FIRST BANK		02/06/2004	BANKING CORPORATION: MISSOURI

RECEIVING PARTY DATA

Name:	LSF IV LAKE OF THE OZARKS, LLC
Street Address:	717 N. HARWOOD STREET
Internal Address:	SUITE 2100
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78217057	OLD KINDERHOOK

CORRESPONDENCE DATA

Fax Number: (212)704-6288

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2127046000

Email: kzielaznicki@jenkens.com

Correspondent Name: Karl M. Zielaznicki

Address Line 1: 405 Lexington Avenue

Address Line 2: The Chrysler Building

Address Line 4: New York, NEW YORK 10174

ATTORNEY DOCKET NUMBER:

32970.00501

NAME OF SUBMITTER:

Karl M. Zielaznicki

Total Attachments: 3

source=Trademark Assignment 2_1#page1.tif

TRADEMARK

REEL: 002888 FRAME: 0099

900010001

CH \$40.00 78217057

TRADEMARK ASSIGNMENT

In consideration of the matters and transactions set forth in that certain Real Estate Purchase Agreement dated April 10, 2003, as amended, by and between **FIRST BANK**, a Missouri banking corporation ("Seller") and **LSF IV LAKE OF THE OZARKS, LLC**, a Delaware limited liability ("Purchaser"), pursuant to that certain Assignment and Assumption of Real Estate Purchase Agreement dated November 25, 2003, by and between Purchaser and Blenheim Golf Partners, LLC ("Blenheim"), and pursuant to that certain Assignment and Assumption of Real Estate Purchase Agreement dated December 5, 2003, by and between Purchaser and Blenheim, Seller does hereby SELL, ASSIGN, TRANSFER, CONVEY, SET OVER AND DELIVER unto Purchaser all of Seller's rights, title and interests in and to each, every and all of the trademarks set forth on Exhibit A hereto, which is attached hereto and incorporated herein by reference, the same as if fully set forth below including, without limitation, the goodwill associated with the trademarks and all causes of action for past, present and future infringements of the trademark and the right to collect and retain any proceeds therefrom worldwide (hereinafter, the "Trademarks").

Seller hereby certifies, covenants and warrants that Seller is the lawful owner of all of the Trademarks sold, transferred, and delivered by Seller to Purchaser hereunder; that all of the said Trademarks are free and clear of any and all claims, liens and encumbrances except those otherwise assumed or taken subject to by Purchaser; and that Seller has good right, title and authority to sell, assign, transfer, set over and deliver the same. Seller further covenants and agrees to WARRANT AND DEFEND the same against the lawful claims and demands of all persons whomsoever, save and except persons claiming under obligations and/or encumbrances which are assumed or taken subject to by Purchaser.

Seller does hereby covenant and agree to execute and deliver to Purchaser any and all other documents and/or instruments of title and conveyance which may be necessary or appropriate to effect and record good and sufficient transfer of title to Purchaser of the Trademarks hereby sold.

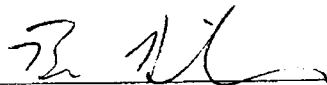
Seller hereby authorizes and requests the United States Patent and Trademark Office to issue any registration maturing from the pending application for the Trademarks filed by Seller to issue in the name of Purchaser.

This instrument and any covenants set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns (as applicable) and any entity into which or with which any party hereto may be incorporated, liquidated, merged, or consolidated.

The Remainder of this Page Left Intentionally Blank

IN WITNESS WHEREOF, the undersigned parties have caused this instrument to be duly executed on the 6th day of February, 2004.

FIRST BANK, a Missouri corporation

By: 
Brian Dickmann, Senior Vice President

LSF IV LAKE OF THE OZARKS, LLC, a
Delaware limited liability company


By: 
Name: J.D. Dell
Its: President

EXHIBIT A

1. US Trademark Registration

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
OLD KINDERHOOK	78/217,057	February 20, 2003

2. Missouri State Trademark Registration

<u>Mark</u>	<u>Reg. Number</u>	<u>Filing Date</u>
OLD KINDERHOOK	13,257	May 26, 1995