

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
LSF IV Lake of the Ozarks, L.L.C.		10/06/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Ozark Land & Property, L.L.C.		
Street Address:	717 N. Harwood Street, Suite 2200		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	LIMITED LIABILITY COMPANY: MISSOURI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2800494	OLD KINDERHOOK	
CORRESPONDENCE DATA			
Fax Number:	(816)983-8080		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	816-983-8000		
Email:	pto-kc@blackwellsanders.com		
Correspondent Name:	William B. Kircher		
Address Line 1:	4801 Main Street, Suite 1000		
Address Line 4:	Kansas City, MISSOURI 64112		
ATTORNEY DOCKET NUMBER:	56193.10026		
NAME OF SUBMITTER:	John W. Brown III		
Signature:	/John W. Brown III/		
Date:	10/11/2006		

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Total Attachments: 1
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TRADEMARK ASSIGNMENT

WHEREAS, LSF IV Lake of the Ozarks, L.L.C., a limited liability company organized under the laws of Delaware, having a principal place of business at 717 N. Harwood Street, Suite 2100, Dallas, Texas, 75201 (hereinafter "Assignor"), has adopted, used, and is using the mark OLD KINDERHOOK in its business and which is registered in the United States Patent and Trademark Office as U.S. Registration No. 2,800,494 (the "Mark"); and

WHEREAS, Ozark Land & Property, L.L.C., a limited liability company organized under the laws of Missouri, having a principal place of business at 717 N. Harwood Street, Suite 2200, Dallas, Texas, 75201 (hereinafter referred to as "Assignee"), is desirous of acquiring the entire right, title and interest in and to the Mark and the registration therefor, and the goodwill associated therewith.

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby makes the transfer and assignment of all rights in the Mark as follows:

- 1. Assignor hereby sells, assigns, transfers and sets over unto Assignee all of Assignor's right, title and interest, anywhere in the world, in and to the Mark and the registration therefor, together with the goodwill of the business in connection with which the Mark is used and that part of the goodwill of the business connected with the use of and symbolized by the Mark;
2. Assignor further covenants and agrees that it will, at any time upon request, execute and deliver any and all documents that may be necessary or desirable to perfect Assignee's rights in and to the Mark; and
3. This Assignment includes any and all rights to, use for and recovery of all damages for infringement of the Marks, past and future, and the causes of action therefor. Further, Assignor agrees to cooperate in any such actions to the extent reasonably required by Assignee to enforce the rights transferred hereunder.

IN WITNESS WHEREOF, Assignor has hereunto set his hand and seal.

LSF IV Lake of the Ozarks, L.L.C.

Dated: October 6, 2006

By Marc L. Lipsky
Vice President
Printed Name and Title

STATE OF TEXAS)
COUNTY OF DALLAS) ss.

On this 6th day of October, 2006, before me, the undersigned, a Notary Public within and for the County and State aforesaid, personally appeared MARC L. LIPSKY to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed. In Witness Whereof, I have hereunto attached my hand and notarial seal, at the County and State aforesaid on the day and year last above written.

Notary Public

My Commission Expires:



KC-1433830-1