

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	09/28/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Talega Associates, LLC		09/28/2005	Delaware Limited Liability Company:

**RECEIVING PARTY DATA**

Name:	Heritage Golf Talega, LLC
Street Address:	12750 High Bluff Drive
Internal Address:	4th floor
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92130
Entity Type:	Delaware Limited Liability Company:

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2566863	TALEGA GOLF CLUB

**CORRESPONDENCE DATA**

Fax Number: (619)764-6701  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (619) 699-2651  
 Email: sdtrademark@dlapiper.com  
 Correspondent Name: K. Danica Ray c/o DLA Piper US LLP  
 Address Line 1: 401 B Street, Suite 1700  
 Address Line 4: San Diego, CALIFORNIA 92101-4297

NAME OF SUBMITTER:	K. Danica Ray
Signature:	/kdray/

OP \$40.00 2566863

Date:

03/28/2007

**Total Attachments: 6**

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ASSIGNMENT OF TRADE NAMES, TRADEMARKS AND DOMAIN NAME

THIS ASSIGNMENT OF TRADE NAMES, TRADEMARKS AND DOMAIN NAME (this "Assignment") is made and entered into to be effective as of the 28<sup>th</sup> day of September, 2005 ("Effective Date"), by and between TALEGA ASSOCIATES, LLC, a Delaware limited liability company ("Assignor"), and HERITAGE GOLF TALEGA, LLC, a Delaware limited liability company ("Assignee").

RECITALS

A. Assignor and Assignee are parties to that certain Agreement of Purchase and Sale and Escrow Instructions, dated September 28, 2000 (the "Purchase Agreement"). Unless otherwise expressly provided herein, capitalized terms used in this Assignment shall have the meaning ascribed to such terms in the Purchase Agreement.

B. This Assignment is made pursuant to, and is required by, the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment

(a) Assignor hereby irrevocably assigns to Assignee all of Assignor's right, title and interest in and to the service name "Talega Golf Club," and any and all derivatives and forms thereof, together with all trademarks, service marks and logos of "Talega Golf Club," whether or not registered, and all copyright, trademark, service mark, fictitious business name and other intellectual property registrations or filings applicable to any of the marks, as set forth on Exhibit "A-1" ("Assigned Marks") attached hereto and incorporated herein by reference for the sum of one dollar (\$1.00). All costs and fees for the assignments and transfers contemplated under this Section 1 shall be paid by the Assignee. After the date hereof, it shall be the sole obligation of the Assignee to maintain the Assigned Marks and to prosecute and defend all claims relating to the Assigned Marks.

(b) Furthermore, Assignor hereby assigns to the Assignee all of Assignor's right, title and interest in and to the domain name "talegagolfclub.com" ("Domain Name") and the registration thereof, together with the goodwill of the business in connection with which the Domain Name is and has been used.

2. Registration Assignor agrees to provide Assignee with any additional information, including passwords or pass codes, and to do any and all such things and execute any and all other documents or instruments, and to follow any procedures as may be reasonably requested by Assignee, all at no cost or liability to Assignor, to transfer the Domain Name to a different domain name server or to redirect the Domain Name to Assignee's host.

3. Full Power and Authority, No Default Under Other Agreements. Assignor warrants that it has full power and authority to enter into this Assignment and the transactions

contemplated hereby and that the terms of this Assignment do not contravene, infringe upon or constitute a default under any agreement or covenant to which Assignor is a party or violate or conflict with any law or regulation by which it is bound.

4. No Assumption. Assignor is not, by entering into this Agreement, assuming any liabilities of Assignee incurred before or after the date of the Assignment. Assignee is not, by entering into this Assignment, assuming any liabilities of Assignor incurred before or after the date of this Assignment.

5. Successors and Assigns. The terms, covenants and conditions of this Assignment shall inure to the benefit of, and shall be binding upon, the parties hereto and their successors and permitted assigns.

6. Notices. All notices provided by this Agreement shall be in writing and may be given by any of the following methods: (i) mail, (ii) courier service, (iii) facsimile transmission, or (iv) by personal delivery, by one party to the other, addressed to such party at the applicable address set forth below, or to such other address as may be given for such purpose by such other party by notice duly given hereunder. Notice shall be deemed received, effective and properly given: (i) three (3) business days after deposit in the mail, (ii) twenty-four (24) hours after delivery to a courier service for next day delivery, (iii) upon confirmation receipt of facsimile transmittal, or (iv) upon personal deliver to the address of recipient.

To Assignor: General Manager  
Talega Associates, LLC  
951 Calle Negocio, Suite D  
San Clemente, California 92672

To Assignee: Andrew Crosson  
Heritage Golf Talega LLC  
12750 High Bluff Drive, Fourth Floor  
San Diego, California 92130

7. Partial Invalidity. Except as expressly provided to the contrary herein, each paragraph, term and provision of this Assignment, and any portion thereof, shall be considered severable. If, for any reason, any such provision of this Assignment is held to be invalid, contrary to or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, agency or tribunal with competent jurisdiction in a proceeding to which Assignor is a party, that ruling shall not impair the operation of, or have any other effect upon, such other portions of this Assignment as may remain.

8. Waiver. The parties may by written instrument, jointly executed, waive or reduce any obligation of or restriction upon the other under this Assignment.

9. Cumulative Remedies. The rights of the parties hereunder are cumulative and no exercise or enforcement by Assignor or Assignee of any right or remedy hereunder shall preclude the exercise or enforcement by Assignor or Assignee of any other right or remedy hereunder to which Assignor or Assignee is entitled by law to enforce.

10. Attorneys' Fees. If Assignor or Assignee is required to enforce this Assignment in a judicial proceeding or appeal thereof, the party prevailing in such proceeding shall be entitled to reimbursement of its costs and expenses, including reasonable accounting and legal fees, whether incurred in preparation for, or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce the obligations of this Assignment.

11. Applicable Law. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §1051 *et seq.*) or other federal law, this Assignment, and the relationship between Assignee and Assignor, shall be governed by the laws of the State of California.

12. Jurisdiction and Venue. Assignee and Assignor hereby irrevocably consent and agree that any legal action, suit or proceeding arising out of or in any way in connection with this Assignment, or which is an appeal therefrom, shall be instituted or brought in any state or federal court of general jurisdiction located in the County of Orange, California, and Assignee and Assignor hereby irrevocably consent and submit to the court's jurisdiction in the County of Orange, State of California, and to the venue of all proceedings in the County of Orange.

13. Headings. The headings of the several sections and paragraphs hereof are for convenience only and do not define, limit or construe the contents of such sections or paragraphs.

14. Entire Agreement. This Assignment represents the entire agreement between the parties concerning the Marks and supersedes any prior agreements and negotiations between the parties. To the extent that this Assignment is inconsistent with the Purchase Agreement, this Assignment shall govern.

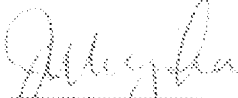
15. Counterparts. This Agreement may be executed simultaneously in two counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same agreement, binding upon both parties hereto, notwithstanding that both parties are not signatories to the original or the same counterpart and facsimile signatures shall be deemed originals.

[SIGNATURES APPEAR ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

"ASSIGNOR"

TALEGA ASSOCIATES, LLC  
a Delaware limited liability company

By:   
Name: Jeyaraj Muthaiah  
Title: CEO

"ASSIGNEE"

HERITAGE GOLF TALEGA, LLC  
a Delaware limited liability company

By: HERITAGE GOLF GROUP WEST COAST, INC.  
a Delaware corporation, its sole Member  
and Manager

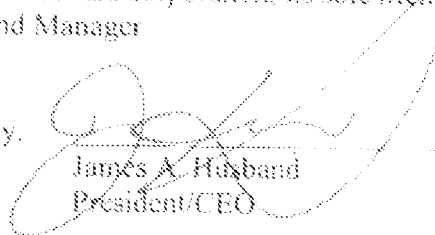
By:   
James A. Husband  
President/CEO

EXHIBIT "A-1"

1. Talega Golf Club, U.S. Patent and Trademark Office Serial No. 76-120390
2. Talega Golf Club, California Registration of Service Mark No. 053890
3. talegagolfclub.com
4. Talega Golf Course, U.S. Patent and Trademark Office Serial No. 76-074855

EXHIBIT "A.2"

1. Talega, California Registration of Service Mark No. 053557
2. Talega, California Registration of Service Mark No. 053558
3. Talega, California Registration of Service Mark No. 053559
4. Talega, California Registration of Service Mark No. 053560