

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	BRGC, LLC		10/04/2012
	Entity Type LIMITED LIABILITY COMPANY: SOUTH CAROLINA		
RECEIVING PARTY DATA			
Name:	Western National Life Insurance Company		
Street Address:	1 SunAmerica Center		
Internal Address:	38th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067-6022		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Serial Number:	85329531	BAREFOOT RESORT & GOLF
CORRESPONDENCE DATA			
Fax Number:	2147455390		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	214-745-5226		
Email:	awalker@winstead.com		
Correspondent Name:	Andrea Walker, Winstead PC		
Address Line 1:	P.O. Box 131851		
Address Line 4:	Dallas, TEXAS 75313-1851		
ATTORNEY DOCKET NUMBER:	21462-46 WNLIC-AIG/BRGC		
NAME OF SUBMITTER:	Andrea Walker		

CH \$40.00 85329531

Signature:	/Andrea Walker/
Date:	10/15/2012
<b>Total Attachments: 6</b> source=21462-46 Intellectual_Property_Security_Agreement (1 tm, license) BRGC LLC to WNLIC-AIG#page1.tif source=21462-46 Intellectual_Property_Security_Agreement (1 tm, license) BRGC LLC to WNLIC-AIG#page2.tif source=21462-46 Intellectual_Property_Security_Agreement (1 tm, license) BRGC LLC to WNLIC-AIG#page3.tif source=21462-46 Intellectual_Property_Security_Agreement (1 tm, license) BRGC LLC to WNLIC-AIG#page4.tif source=21462-46 Intellectual_Property_Security_Agreement (1 tm, license) BRGC LLC to WNLIC-AIG#page5.tif source=21462-46 Intellectual_Property_Security_Agreement (1 tm, license) BRGC LLC to WNLIC-AIG#page6.tif	

## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement (this "Agreement") is made as of October 4, 2012, (the "Effective Date") between BRGC, LLC, a South Carolina limited liability company, having a business address of 4980 Barefoot Resort Bridge Road North Myrtle Beach, South Carolina 29582, (the "Debtor"), and WESTERN NATIONAL LIFE INSURANCE COMPANY, a Texas corporation ("Secured Party").

### **RECITALS**

WHEREAS, Debtor and Secured Party are parties to that certain Security Agreement dated as of October 4, 2012, (as amended, restated, or otherwise modified from time to time, the "Security Agreement"). For purposes of this Agreement, all capitalized terms, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement, unless otherwise expressly provided in this Agreement; and

WHEREAS, pursuant to the terms of the Security Agreement, Debtor has granted to Secured Party a lien and security interest in all of Debtor's right, title, and interest in, to, and under all Collateral including without limitation, all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Debtor's trademarks, trademark licenses, patents, patent licenses, copyrights, and copyright licenses to secure the performance of Debtor's obligations under the Loan and Loan Documents.

### **AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants and assigns to Secured Party to secure the payment and performance of the secured obligations, a continuing security interest, lien and collateral assignment in all of Debtor's right, title, and interest in, to and under the trademarks, together with the goodwill of the business symbolized by the trademarks, trademark licenses, patents, patent licenses, copyrights, and copyright licenses, whether presently existing or hereafter created or acquired, including without limitation, all registrations and recordings thereof, and all applications in connection therewith, filed in the United States Patent and Trademark Office or in any similar office or agency of the U.S., any state thereof, or any other country or any political subdivision thereof (including without limitation those trademarks, trademark applications and/or registrations, trademark licenses, patents, patent applications, patent licenses, copyrights, and copyright licenses listed on Schedule 1, which is attached to and incorporated by reference in this Agreement), all reissues, extensions, continuations, continuations-in-part, divisionals, national filings and renewals thereof, all income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, the right to sue for past, present, and future infringements of any of the foregoing, all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present, or future infringement, dilution or injury to the goodwill

associated with the foregoing, all rights corresponding to any of the foregoing throughout the world, and all goodwill associated with and symbolized by any of the foregoing, any written agreement now or hereafter in effect, granting to any third party any right to use any trademark, patent, or copyright assets of Debtor or granting any right to use any trademark, patent, or copyright assets now or hereafter owned by any third party, and all rights under any such agreement; in each case, whether now owned or hereafter acquired by Debtor.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Secured Party pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests in the trademarks, patents, and copyrights made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Without limiting the foregoing, Debtor covenants that it will promptly communicate to Secured Party, and its successors, assigns and legal representatives, any facts known to Debtor respecting the trademarks, trademark licenses, patents, patent licenses, copyrights, and copyright licenses (including without limitation the filing of national filings and the publication or issuance of letters patent or certificates of registration) and provide to Secured Party all written and electronic documentation in support of its ownership and continuous use of the trademarks from the dates of first use, filing and/or registration, its ownership of the patents from the dates of filing, publication and/or issuance., and its ownership of the copyrights from the dates of creation, authorship, filing or registration. Debtor expressly acknowledges and consents that Secured Party may amend Schedule 1 from time to time as reasonably required to properly identify the trademarks, patents, copyrights, and corresponding licenses or licensing agreements, and that Secured Party may record this Agreement (as the same may be amended from time to time) with the United States Patent and Trademark Office or in any similar office or agency of the U.S., any state thereof, or any other country or any political subdivision thereof, as applicable, with respect to each of the trademarks, patents, copyrights, and corresponding licenses or licensing agreements.

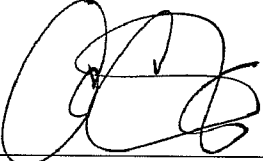
[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Debtor and Secured Party have caused this Agreement to be executed by their respective duly authorized officers effective as of the Effective Date.

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:**

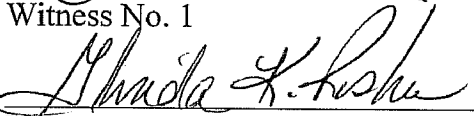
**DEBTOR:**

**BRGC, LLC,**  
a South Carolina limited liability company

  
\_\_\_\_\_

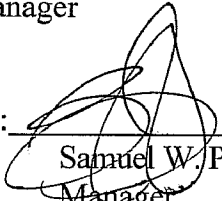
Witness No. 1

By: CGRB, LLC,  
a South Carolina limited liability company

  
\_\_\_\_\_

Witness No. 2

Its: Manager

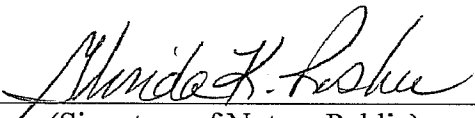
By:   
\_\_\_\_\_ Samuel W. Puglia  
Its: Manager

STATE OF SOUTH CAROLINA

§  
§  
§

COUNTY OF Horry

On this 2nd day of October, 2012, before me personally came the within-named Debtor, **BRGC, LLC**, a South Carolina limited liability company, by **CGRB, LLC**, a South Carolina limited liability company its **Manager**, by **Samuel W. Puglia**, its **Manager**, who acknowledged to me that he executed the foregoing instrument; and who are personally known to me, or who were proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument.

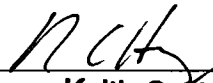
  
\_\_\_\_\_  
(Signature of Notary Public)  
Name: Glinda K. Risher  
Notary Public for the State of South Carolina  
My Commission Expires: 5/12/15

[AFFIX NOTARY SEAL OR STAMP BELOW]

“Secured Party”

WESTERN NATIONAL LIFE INSURANCE COMPANY,  
a Texas corporation

By AIG Asset Management (U.S.), LLC,  
a Delaware limited liability company,  
its investment adviser

By:   
Name: Keith C. Honig  
Title: Managing Director

Lender Signature Page to Intellectual Property Security Agreement

TRADEMARK  
REEL: 004881 FRAME: 0524

**Schedule 1  
to  
Intellectual Property Security Agreement**

**Trademarks**

<b>Trademark</b>	<b>Owner of Record</b>	<b>Registration / Serial No.</b>	<b>Registration / Filing Date</b>
None.	None.	None.	None.

**Trademark Licenses**

<b>Licensor</b>	<b>Licensee</b>	<b>Effective Dates</b>	<b>Application/Reg. Nos.</b>
Barefoot IP Holdings, LLC	BRGC, LLC	10/2/2012 – the later of the payment in full of the Loan or December 31, 2019	U.S. Application No. 85/329,531
Barefoot IP Holdings, LLC	BRGC, LLC	10/2/2012 – the later of the payment in full of the Loan or December 31, 2019	South Carolina Trademark Application
Barefoot IP Holdings, LLC	BRGC, LLC	10/2/2012 – the later of the payment in full of the Loan or December 31, 2019	South Carolina Trademark Application

**Patents**

<b>Title of Invention</b>	<b>Patent No./Application Serial No.</b>	<b>Issuance/Publication Date or Filing Date</b>
None.	None.	None.

**Patent Licenses**

<b>Licensor</b>	<b>Licensee</b>	<b>Effective Dates</b>	<b>Application/Patent Nos.</b>
None.	None.	None.	None.

**Copyrights**

Title of Work	Registration/Application No.	Registration/Filing Date
None.	None.	None.

**Copyright Licenses**

Licensor	Licensee	Effective Dates	Marks
None.	None.	None.	None.

DALLAS\_1\5926303v5  
21462-46 10/03/2012