

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barefoot IP Holdings, LLC		10/02/2012	LIMITED LIABILITY COMPANY: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	BRGC, LLC		
Street Address:	4898 South Highway 17		
City:	North Myrtle Beach		
State/Country:	SOUTH CAROLINA		
Postal Code:	29582-5353		
Entity Type:	LIMITED LIABILITY COMPANY: SOUTH CAROLINA		
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 AIG-BRGC LICENSE		
NAME OF SUBMITTER:	Andrea Walker		
Signature:	/Andrea Walker/		

CH \$40.00 85329531

Date:

11/05/2012

Total Attachments: 7

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INTELLECTUAL PROPERTY LICENSE AGREEMENT

THIS LICENSE is effective as of the later of the dated signatures below, by and between BAREFOOT IP HOLDINGS, LLC (hereinafter "BAREFOOT"), a South Carolina limited liability company, having a business address of Post Office Box 1707, North Myrtle Beach, South Carolina, and BRGC, LLC (hereinafter "BRGC"), a South Carolina limited liability company, having a business address of 4898 South Highway 17, North Myrtle Beach, South Carolina,

WHEREAS, BAREFOOT is the owner of the trademarks and service marks and applications and registrations thereof (hereinafter "Marks"), listed on Schedule A of this License, as well as copyrights, domain names and other intellectual property related to golf courses depicted at <http://www.barefootrealty.com/barefoot-resort-golf> (hereinafter "Other Intellectual Property"); and

WHEREAS, BRGC is desirous of using the Marks and Other Intellectual Property in connection with certain golf courses located in North Myrtle Beach, South Carolina (and known as the Fazio, Norman and Love Courses) (the "Golf Courses");

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, the parties agree as follows:

1. **GRANT OF LICENSE**

- 1.1 BAREFOOT grants to BRGC an exclusive, irrevocable license to use the Marks and Other Intellectual Property, with respect to the ownership and

operations of the Golf Courses and in connection with the goods and services covered by the applications and registrations subject, however, to the terms and provisions set forth in Section 1.3 below, referred to in Schedule A, and BRGC accepts the license subject to the following terms and conditions.

- 1.2 Except as expressly provided in Paragraph 1.1, no other license is granted by BAREFOOT under any intellectual property rights, including patents, know-how, copyrights, proprietary information and trademarks.
- 1.3 All licenses granted by BAREFOOT under this License are personal and non-transferable, without the right to grant sub-licenses; provided, however, all (or any) of such licenses may be pledged and encumbered from time to time by a security interest(s) as collateral for a loan or loans covering the Golf Courses, said encumbrance freely transferable to any party or person to enforce any rights or remedies under such security interests, and by any successor or assign (directly or indirectly) from such party or person.
- 1.4 In no event will BAREFOOT convey, assign, or encumber ownership of the Marks and Other Intellectual Property prior to payment in full of any and all sums owing under the loan(s) described in Section 1.3 above (and the release of the security interest(s) described in Section 1.3).

2. OWNERSHIP OF MARKS AND OTHER INTELLECTUAL PROPERTY

BRGC acknowledges the ownership of the Marks and Other Intellectual Property

in BAREFOOT, agrees that it will do nothing inconsistent with such ownership and that all use of the Marks and Other Intellectual Property by BRGC will inure to the benefit of and be on behalf of BAREFOOT, and agrees to assist BAREFOOT in recording this License with appropriate government authorities, when and as necessary. BRGC agrees that nothing in this License will give BRGC any right, title or interest in the Marks or Other Intellectual Property other than the right to use the Marks and Other Intellectual Property in accordance with this License, and BRGC agrees that it will not attack the title of BAREFOOT to the Marks and Other Intellectual Property or attack the validity of this License. BRGC further agrees that nothing in this License will prevent BAREFOOT from using the Marks and Other Intellectual Property.

3. QUALITY STANDARDS OF MARKS

BRGC agrees that the nature and quality of all services rendered by BRGC in connection with the Marks; all goods sold by BRGC under the Marks and all related advertising, promotional and other related uses of the Marks by BRGC, will conform to standards set by and be under the control of BAREFOOT.

4. QUALITY MAINTENANCE

BRGC agrees to cooperate with BAREFOOT in facilitating BAREFOOT's control of such nature and quality, to permit reasonable inspection of BRGC's operation, and to supply BAREFOOT with specimens of all uses of the Marks upon request by BAREFOOT. BRGC will comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the sale, distribution and advertising of

goods and services covered by this License.

5. FORM OF USE

BRGC agrees to use the Marks only in the form and manner and with appropriate legends as prescribed from time to time by BAREFOOT, and not to use any other trademark or service mark in combination with any of the Marks without prior written approval of BAREFOOT.

6. INFRINGEMENT PROCEEDINGS

BRGC agrees to notify BAREFOOT of any unauthorized use of the Marks or Other Intellectual Property by others promptly as such use comes to BRGC's attention. BAREFOOT has the sole right and discretion to bring infringement or unfair competition proceedings involving the Marks and Other Intellectual Property, except, however, that the persons and parties described in Section 1.3 above may request and BAREFOOT will cooperate in bringing said proceeding.

7. TERM AND TERMINATION

This License will continue in force and effect until the later of (i) payment in full of any and all sums owing under the loan(s) described in Section 1.3 above (and the release of the security interest(s) described in such Section), or (ii) December 31, 2019, unless sooner terminated as provided for herein.

8. TERMINATION FOR CAUSE

This License is irrevocable for the TERM stated in Article 7, except that following payment in full of any and all sums owing under the loan(s) described in Section 1.3

above (and the release of the security interest(s) described in such Section), BAREFOOT has the right thereafter to terminate this License upon thirty (30) days written notice to BRGC in the event of any affirmative act of insolvency by BRGC, or upon the appointment of any receiver or trustee to take possession of the properties of BRGC or upon the winding-up, sale, consolidation, merger or any sequestration by governmental authority of BRGC, or upon breach of any of the provisions hereof by BRGC.

9. EFFECT OF TERMINATION

Upon termination of this License (in accordance with Section 8 above), BRGC agrees to immediately discontinue all use of the Marks and any term or design confusingly similar thereto and Other Intellectual Property, and to delete the same from its corporate or business name and displays, to cooperate with BAREFOOT or its appointed agent to apply to the appropriate authorities to cancel recording of this License from all government records, to destroy all printed materials bearing any of the Marks, and that all rights in the Marks and the goodwill connected therewith will remain the property of BAREFOOT.

10. INTERPRETATION OF LICENSE

10. 1 It is agreed that this License will be interpreted according to the laws of the State of South Carolina, United States of America.

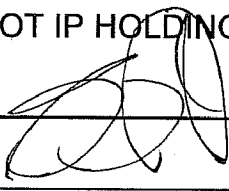
10. 2 Should any paragraph, section, article, provision or term of this License be held invalid, illegal, or unenforceable, such status will not invalidate the whole

of this License. Instead, if possible, the invalid, illegal, or unenforceable paragraph(s), section(s), article(s), provision(s) or term(s) will be considered not to be a part of this License, and this License will be construed and enforced accordingly.

10.3 The parties acknowledge that this License contains the entire understanding between them with respect to the subject matter contained herein, and supersedes any prior written or oral agreements or representations regarding the subject matter.

IN WITNESS WHEREOF, the parties hereto have caused this License to be executed as of the later of the dates below written.

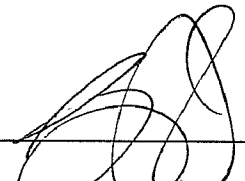
BAREFOOT IP HOLDINGS, LLC:

By:  _____
Title: MANAGER
Date: 10/2/12

BRGC, LLC,

a South Carolina limited liability company

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

By:  _____
Samuel W. Puglia, Manager

Schedule A

Mark	Owner of Record	Registration / Serial No.	Dates of Registration / Filing / Other
BAREFOOT RESORT & GOLF and Design	Barefoot IP Holdings, LLC	U.S. Application No. 85/329,531	Date of First Use 12/01/00; Filed 05/25/2011; Published for Opposition 3/20/12
BAREFOOT RESORT (DESIGN Mark)	Barefoot IP Holdings, LLC	South Carolina Trademark Application	Date of First Use 12/01/00; Filed 10/02/2012
BAREFOOT RESORT (WORD Mark)	Barefoot IP Holdings, LLC	South Carolina Trademark Application	Date of First Use 12/01/00; Filed 10/02/2012