

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	Entity Type
The Dominion Acquisition Group, L.P.		12/17/2012	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA

Name:	American General Life Insurance Company
Street Address:	c/o AIG Asset Management, 1 SunAmerica Center
Internal Address:	38th Floor
City:	Century City, Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90067-6022
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1405311	THE DOMINION COUNTRY CLUB
Registration Number:	1421175	THE DOMINION
Registration Number:	1430402	D

CORRESPONDENCE DATA

Fax Number: 2147455390
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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:	33674-41 AIG/DOMINION CC
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NAME OF SUBMITTER:	Andrea Walker
Signature:	/Andrea Walker/
Date:	02/12/2013
Total Attachments: 5 source=33674-41 AIG Dominion Country Club, Intellectual Property Security Agreement#page1.tif source=33674-41 AIG Dominion Country Club, Intellectual Property Security Agreement#page2.tif source=33674-41 AIG Dominion Country Club, Intellectual Property Security Agreement#page3.tif source=33674-41 AIG Dominion Country Club, Intellectual Property Security Agreement#page4.tif source=33674-41 AIG Dominion Country Club, Intellectual Property Security Agreement#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of December 17, 2012 (the "Effective Date"), between THE DOMINION ACQUISITION GROUP, L.P., Texas limited partnership, having a business address of 4027 River Place Boulevard, Austin, Texas 78730 ("Debtor"), and AMERICAN GENERAL LIFE INSURANCE COMPANY, a Texas corporation ("Secured Party").

RECITALS

WHEREAS, Debtor and Secured Party are parties to that certain Security Agreement dated of even date herewith (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.

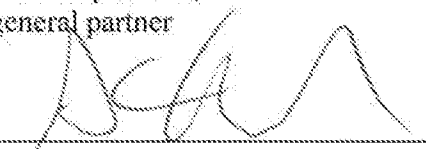
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IN WITNESS WHEREOF, Debtor and Secured Party have caused this Agreement to be executed by their respective duly authorized officers effective as of the Effective Date.

DEBTOR:

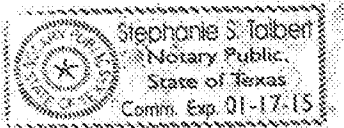
THE DOMINION ACQUISITION GROUP, L.P.,
a Texas limited partnership

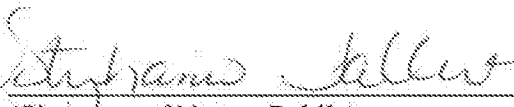
By: The Dominion Acquisition Group GP, Inc.,
a Texas corporation,
its general partner

By: 
Steven Held,
President

STATE OF TEXAS §
 §
COUNTY OF Dallas §

On this 5th day of December, 2012, before me personally came Steven Held, President of The Dominion Acquisition Group GP, Inc., a Texas corporation, general partner of THE DOMINION ACQUISITION GROUP, L.P., a Texas limited partnership, who acknowledged to me that he executed the foregoing instrument on behalf of said corporation and limited partnership.





(Signature of Notary Public)
Name: _____
Notary Public for the State of Texas

[AFFIX NOTARY SEAL OR STAMP BELOW]

SECURED PARTY:

AMERICAN GENERAL LIFE INSURANCE COMPANY,
a Texas corporation

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

By: 
Name: Maria S. Campagna
Title: Vice President

**Schedule 1
to
Intellectual Property Security Agreement**

Trademarks

Trademark	Owner of Record	Registration Jurisdiction	Registration / Serial No.	Registration / Filing Date
The Dominion Country Club	The Dominion Acquisition Group, L.P.	U.S. Patent & Trademark Office	1405311 / 73577101	08/12/1986 / 01/10/1986
The Dominion	The Dominion Acquisition Group, L.P.	U.S. Patent & Trademark Office	1421175 / 73577497	12/16/1986 / 01/13/1986
'D' for use on golf balls	The Dominion Acquisition Group, L.P.	U.S. Patent & Trademark Office	1430402 / 73577545	02/24/1987 / 01/13/1986

Trademark Licenses

Licensor	Licensee	Effective Dates	Registration / Serial No.
The Dominion Acquisition Group, L.P.	Intco-Dominion Partnership	May 19, 2006 (perpetual)	1405311 / 73577101
The Dominion Acquisition Group, L.P.	Intco-Dominion Partnership	May 19, 2006 (perpetual)	1421175 / 73577497
The Dominion Acquisition Group, L.P.	Intco-Dominion Partnership	May 19, 2006 (perpetual)	1430402 / 73577545

Other Intellectual Property

Domain Name/Domain Registration and Website Located at URL: the-dominion.com

Patents

NONE.

Patent Licenses

NONE.

Copyrights

NONE.

Copyright Licenses

NONE.