

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
Barefoot Landing Commercial, LLC		04/11/2013	LIMITED LIABILITY COMPANY: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	The Variable Annuity Life Insurance Company		
Street Address:	1 SunAmerica Center, 38th Floor		
Internal Address:	c/o AIG Asset Management, Century City		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067-6022		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2109224	BAREFOOT LANDING	
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:	35705-23 BAREFOOT LANDING		
NAME OF SUBMITTER:	Andrea Walker		

CH \$40.00 2109224

Signature:	/Andrea Walker/
Date:	05/06/2013
Total Attachments: 6 source=35705-23 IP Security Agreement (signed) Barefoot Landing Commercial LLC,The Variable Annuity Life Ins Co#page1.tif source=35705-23 IP Security Agreement (signed) Barefoot Landing Commercial LLC,The Variable Annuity Life Ins Co#page2.tif source=35705-23 IP Security Agreement (signed) Barefoot Landing Commercial LLC,The Variable Annuity Life Ins Co#page3.tif source=35705-23 IP Security Agreement (signed) Barefoot Landing Commercial LLC,The Variable Annuity Life Ins Co#page4.tif source=35705-23 IP Security Agreement (signed) Barefoot Landing Commercial LLC,The Variable Annuity Life Ins Co#page5.tif source=35705-23 IP Security Agreement (signed) Barefoot Landing Commercial LLC,The Variable Annuity Life Ins Co#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Agreement**") is made as of April 11, 2013 (the "**Effective Date**"), between BAREFOOT LANDING COMMERCIAL, LLC, a South Carolina limited liability company, having a business address of 8800 Marina Parkway, Myrtle Beach, South Carolina 29572 ("**Debtor**"), and THE VARIABLE ANNUITY LIFE INSURANCE COMPANY, a Texas corporation ("**Secured Party**").

RECITALS

WHEREAS, Debtor and Secured Party are parties to that certain Mortgage, Security Agreement, Fixture Filing, Financing Statement and Assignment of Leases and Rents dated of even date herewith (as amended, restated, or otherwise modified from time to time, the "**Mortgage**"). For purposes of this Agreement, all capitalized terms, wherever used herein, shall have the same meanings herein as are prescribed by the Mortgage, unless otherwise expressly provided in this Agreement; and

WHEREAS, pursuant to the terms of the Mortgage, 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, copyrights and copyright licenses, 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 Note, the Mortgage and the other 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 all intellectual property derived from or used in connection with the Property or the Improvements, including without limitation, trademarks, trade names, copyrights and copyright licenses, 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, whether registered or unregistered, including without limitation, all registrations and recordings thereof, and all applications in connection therewith, filed in the United States Patent and Trademark Office, the United States Copyright Office or in any similar office or agency of the United States, 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 herein by reference); all branding agreements, sponsorship agreements, naming rights, naming agreements, domain names, domain registrations, websites, social media accounts or websites or webpages, URL addresses, e-mail accounts (including, without limitation, the intellectual property designated as "Other Intellectual Property" on the attached Schedule 1); all of the foregoing intellectual property that is acquired, invented, created, developed, or licensed by or for the benefit of Debtor

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REEL: 005021 FRAME: 0399

hereafter or at any time in the future during the term of 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 and 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, copyright or other intellectual property assets of Debtor or granting to Debtor any right to use any trademark, patent, copyright or other intellectual property 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 (collectively, the "**Intellectual Property Collateral**").

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 Mortgage. 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 Mortgage, 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, copyright licenses and other intellectual property (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 other intellectual property 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, the United States Copyright Office or in any similar office or agency of the United States, any state thereof, or any other country or any political subdivision thereof, as applicable, with respect to each of the trademarks, patents, copyrights or other intellectual property, and corresponding licenses or licensing agreements.

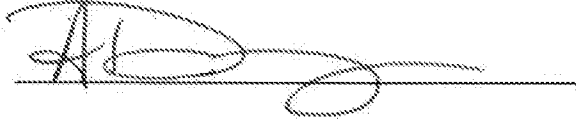
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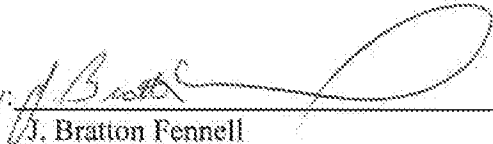
IN WITNESS WHEREOF, Debtor and Secured Party have caused this Agreement to be executed by their respective duly authorized officers effective as of the Effective Date.

DEBTOR:

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

BAREFOOT LANDING COMMERCIAL, LLC,
a South Carolina limited liability company



By:  L.S.
J. Bratton Fennell
President




STATE OF SOUTH CAROLINA §
 §
COUNTY OF HORRY §

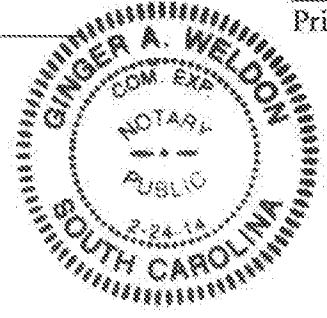
I HEREBY CERTIFY, that on this 2nd day of April, 2013, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared J. Bratton Fennell, President of BAREFOOT LANDING COMMERCIAL, LLC, a South Carolina limited liability company, known to me, or satisfactorily proven, to be the person whose name is subscribed to the within instrument, who acknowledged the same for the limited liability company in the capacity set forth by signing his name.

[S E A L]


Notary Public, State of South Carolina

My Commission Expires:
02-24-14


Printed Name of Notary Public



SECURED PARTY:

THE VARIABLE ANNUITY 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

TRADEMARK

REEL: 005021 FRAME: 0402

**Schedule 1
to
Intellectual Property Security Agreement**

Registered Trademarks

Trademark	Owner of Record	Registration Jurisdiction	Registration / Serial No.	Registration / Filing Date
BAREFOOT LANDING	Barefoot Properties Limited Partnership	U.S. Patent & Trademark Office	2,109,224 / 75206844	October 28, 1997 / November 26, 1996

Common Law Trademarks



Trademark Licenses

Licensor	Licensee	Effective Dates	Trademark
Barefoot Landing Commercial, LLC	Lakeside Festival Shopping, LLC	April 11, 2013	BAREFOOT
Barefoot Landing Commercial, LLC	BSR Management, LLC	April 11, 2013	BAREFOOT
Barefoot Landing Commercial, LLC	Barefoot/Silk Road, Inc.	April 11, 2013	BAREFOOT
Barefoot Landing Commercial, LLC	Barefoot Retail Partners I, LLC	April 11, 2013	BAREFOOT LANDING*

*USPTO registration information listed above under "Registered Trademarks".

Patents

None.

Patent Licenses

None.

Registered Copyrights

Title of Work	Registration/ Application No.	Registration/ Filing Date	Date of First Publication
Johnny B Barefoot mascot image	VA0001686329	September 11, 2009	May 26, 2009

Copyright Licenses

None.

Other Intellectual Property

Domain Names:

URL	Owner	Expiration Date
www.bflanding.com	Barefoot Landing Commercial, LLC	July 24, 2013
www.barefootlanding.com	Barefoot Landing Commercial, LLC	July 19, 2013

Social Media Sites:

<https://www.facebook.com/BarefootLanding>

<https://twitter.com/BarefootLanding>