

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM369050

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MDR Bear Lake, LLC		03/27/2013	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	MAG Bear Lake, LLC		
Street Address:	15443 Knoll Trail		
Internal Address:	Suite 130		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75248		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3152746	BEAR LAKE RESERVE	
Registration Number:	2906477	BEAR LAKE RESERVE	
CORRESPONDENCE DATA			
Fax Number:	2149999009		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2149691473		
Email:	laura.johnson@tklaw.com		
Correspondent Name:	Thompson & Knight LLP		
Address Line 1:	1722 Routh Street		
Address Line 2:	Suite 1500		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	522452.000002		
NAME OF SUBMITTER:	Deborah L. Lively		
SIGNATURE:	/Deborah L. Lively/		
DATE SIGNED:	01/13/2016		
Total Attachments: 4 source=TMAssignment#page1.tif			

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is executed as of the 27th day of March, 2013 (the "Effective Date"), by MDR Bear Lake, LLC, a Texas limited liability company ("Assignor"), in favor of MAG Bear Lake, LLC, a Texas limited liability company ("Assignee"), pursuant to the terms of the Transfer Settlement Agreement dated as of December 28, 2010, by and among Assignor, Macfarlan Holdings, Ltd., a Texas limited partnership, D. Dean Macfarlan, John L. Jenkins, and Bank of the Ozarks (the "Agreement"). Capitalized terms used, but not otherwise defined, in this Assignment shall have the meanings ascribed to them in the Agreement.

1. For good and valuable consideration as specified in the Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, effective as of the Effective Date and free and clear of all encumbrances other than Permitted Exceptions (as defined in that certain Special Warranty Deed from Assignor to Assignee dated simultaneously herewith), to Assignee and its successors and assigns, all of Assignor's rights, title and interests in and to the marks set forth on Exhibit 1 to this Assignment (the "Marks"), along with the goodwill of the business symbolized thereby and the right to recover damages and profits for past infringement thereof.

2. This Assignment is subject to the terms and conditions of the Agreement (including without limitation the representations, warranties, covenants, agreements and indemnities relating to the Marks), which are hereby incorporated into this Assignment by this reference. In the event of any conflict or inconsistency between the terms of the Agreement and the terms of this Assignment, the terms of the Agreement shall govern.

3. Assignor constitutes and appoints Assignee as Assignor's attorney-in-fact and agent with full power of substitution to act in the name of Assignor's place and stead and on Assignor's behalf, as the case may be, for a period of twelve (12) months from and after the date of this Assignment (whereupon this power of attorney shall automatically terminate without further action on Assignor's part) to execute and deliver such documentation as is reasonably necessary or appropriate to evidence the assignment and conveyance of the Marks as contemplated by this Assignment; provided, however, in no event shall Assignee have the power to do anything that would increase Assignor's liability under this Assignment. From and after the date hereof, the power of attorney herein granted, being coupled with an interest, is irrevocable and shall not be revoked by Assignor.

[Remainder of this page intentionally left blank. Signature is on the following page.]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed as of the date first written above.

MDR BEAR LAKE, LLC,
a Texas limited liability company

By: D. Dean Macfarlan
D. Dean Macfarlan, Sole Manager

AGREED TO AND ACCEPTED:

MAG BEAR LAKE, LLC,
a Texas limited liability company

By: CapRock Dev, LLC,
A Delaware limited liability company,
Its Manager

By: John D. Marlin
John D. Marlin, Executive Manager

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed as of the date first written above.

MDR BEAR LAKE, LLC,
a Texas limited liability company

By: _____
D. Dean Macfarlan, Sole Manager

AGREED TO AND ACCEPTED:


MAG BEAR LAKE, LLC,
a Texas limited liability company

By: CapRock Dev, LLC,
A Delaware limited liability company,
Its Manager

By:  _____
John D. Marlin, Executive Manager

EXHIBIT 1

Registered Marks

Mark	Reg #	Reg. Date	Jurisdiction	Class
Bear Lake Reserve	3152746	10/10/06	U.S.	37
 BEAR LAKE RESERVE	2906477	11/30/04	U.S.	37