

07-30-2003

7-28-03

TRAI



Y

To the Honorable Commissioner of Patent

102511370

record the attached original documents or copy thereof.

1. Name of conveying party(ies):

National Golf Properties, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation - Maryland

Add'l name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: February 6, 2003

2. Name and address of receiving party(ies):

Name: National Golf Properties LLC

Street Address: 2951 28th Street, Suite 300

City: Santa Monica State: CA ZIP: 90405

Corporation - Delaware

Association _____

Limited Partnership _____

Other: _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,084,440

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Lori N. Boatright

Internal Address:

BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN

Street Address: 12400 Wilshire Boulevard

Seventh Floor

City: Los Angeles State: CA ZIP: 90025

6. Total number of applications and registrations involved: - 1 -

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

02-2666

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Lori N. Boatright

Name of Person Signing

Signature

7-25-03

Date

Total number of pages including cover sheet, attachments, and document: - 2 -

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40.00 DP

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to Commissioner for Trademarks, 2900 Crystal Drive, Arlington, VA 22202-3514, on 25 July 2003

Signature

TRADEMARK

25 July 2003

Date

REEL: 002790 FRAME: 0376

STATE OF DELAWARE
 SECRETARY OF STATE
 DIVISION OF CORPORATIONS
 FILED 12:13 PM 02/06/2003
 030079676 - 3562767

Certificate of Merger

of

National Golf Properties, Inc.

with and into

NGP LLC

Pursuant to Section 18-209 of the
 Delaware Limited Liability Company Act

NGP LLC, a Delaware limited liability company, does hereby certify as follows:

FIRST: The name and jurisdiction of formation or organization of each of the domestic limited liability companies and other business entities (the "Constituent Entities") that are to merge (the "Merger") are as follows:

NAME OF ENTITY	JURISDICTION OF FORMATION OR ORGANIZATION
National Golf Properties, Inc.	Maryland
NGP LLC	Delaware

SECOND: An Agreement and Plan of Merger, dated as of September 14, 2002, among National Golf Properties, Inc., NGP LLC, National Golf Operating Partnership, L.P. and New NGOP LLC (the "Merger Agreement") has been approved and executed by each of the Constituent Entities that are to merge in accordance with the applicable provisions of the Delaware Limited Liability Company Act.

THIRD: NGP LLC, a Delaware limited liability company (the "Surviving Entity"), shall be the surviving entity of the Merger.

FOURTH: The Merger will become effective upon the filing of this certificate of merger.

FIFTH: The Merger Agreement is on file at the office of the Surviving Entity, the address of which is c/o Goldman, Sachs & Co., 85 Broad Street, New York, NY 10004.

SIXTH: A copy of the Merger Agreement will be furnished by the Surviving Entity, on request and without cost, to any member of NGP LLC or any person holding an interest in National Golf Properties, Inc.

SEVENTH: Upon the filing of this certificate of merger, NGP LLC shall change its name and be known as "National Golf Properties LLC"

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EIGHTH: The certificate of formation of NGP LLC, as now in force and effect, shall continue to be the certificate of formation of the Surviving Entity until amended and changed pursuant to the terms thereof and the Delaware Limited Liability Company Act, except that name of the Surviving Entity shall be changed to "National Golf Properties LLC", as provided in Article Seven of this certificate of merger.

By: [Signature] 442353.5

TRADEMARK

REEL: 002790 FRAME: 0378

State of Maryland
Department of
Assessments and Taxation



Robert L. Ehrlich, Jr.
Governor

Ronald W. Winchoit
Director

Paul B. Anderson
Administrator

Charter Division

PIPER RUDNICK, LLP
6225 SMITH AVE
BALTIMORE

MD 21209-3626

Date: 02-06-2003

This letter is to confirm acceptance of the following filing:

ENTITY NAME: NGP LLC
DEPARTMENT ID : 207187941
TYPE OF REQUEST : ARTICLES OF MERGER
DATE FILED : 02-06-2003
TIME FILED : 12:04-PM
RECORDING FEE : \$20.00
EXPEDITED FEE : \$70.00
COPY FEE : \$14.00
FILING NUMBER : 1000361987991878
CUSTOMER ID : 0001055372
WORK ORDER NUMBER : 0000697830

PLEASE VERIFY THE INFORMATION CONTAINED IN THIS LETTER. NOTIFY THIS DEPARTMENT IN WRITING IF ANY INFORMATION IS INCORRECT. INCLUDE THE CUSTOMER ID AND THE WORK ORDER NUMBER ON ANY INQUIRIES. EVERY YEAR THIS ENTITY MUST FILE A PERSONAL PROPERTY RETURN IN ORDER TO MAINTAIN ITS EXISTENCE EVEN IF IT DOES NOT OWN PERSONAL PROPERTY. A BLANK RETURN WILL BE MAILED BY FEBRUARY OF THE YEAR FOR WHICH THE RETURN IS DUE.

EFFECTIVE DATE: 02-06-2003
STATE OF FORMATION: DELAWARE
PRINCIPAL OFFICE: 1209 ORANGE STREET
WILMINGTON DE 19801
RESIDENT AGENT: THE CORPORATION TRUST INCORPORATED
300 E LOMBARD ST.
BALTIMORE MD 21202-3219

COMMENTS:

THIS AMENDMENT RECORD INDICATES THE MERGER INVOLVING THE FOLLOWING ENTITIES:

SURVIVOR:
(Z07187941) NGP LLC.

MERGED ENTITIES:

(D04104493) NATIONAL GOLF PROPERTIES, INC.

DRB

Articles of Merger

of

National Golf Properties, Inc.

with and into

NGP LLC

Pursuant to Section 3-107 of the Maryland General Corporation Law

THIS IS TO CERTIFY THAT:

FIRST: National Golf Properties, Inc., a Maryland corporation ("National Golf"), and NGP LLC, a Delaware limited liability company ("NGP LLC"), agree to merge (the "Merger") in accordance with the Agreement and Plan of Merger (the "Merger Agreement") by and among NGP LLC, National Golf, National Golf Operating Partnership, L.P., a Delaware limited partnership, and New NGOP LLC, a Delaware limited liability company, dated as of September 11, 2002, in the manner set forth in these Articles of Merger (these "Articles").

SECOND: National Golf is incorporated under the laws of the State of Maryland. NGP LLC was formed on September 12, 2002 under the Delaware Limited Liability Company Act. NGP LLC is registered or qualified to do business in Maryland.

THIRD: NGP LLC is the limited liability company to survive the Merger (sometimes hereinafter referred to as the "Surviving Company").

FOURTH: The principal office of National Golf in the State of Maryland is located in the County of Baltimore City. National Golf owns no interest in land in the State of Maryland. NGP LLC does not have a principal office located in the State of Maryland.

FIFTH: The principal office of the Surviving Company in the State of Delaware is located at 1209 Orange Street, in the City of Wilmington, in the County of New Castle, in the State of Delaware. The name and address of the Surviving Company's resident agent in the State of Maryland is The Corporation Trust Incorporated, 300 East Lombard Street, Baltimore, Maryland 21202. The Surviving Company owns no interest in land in the State of Maryland.

SIXTH: The terms and conditions of the Merger were advised, authorized and approved by National Golf in the manner and by the vote required by the laws of the State of Maryland and the charter of the National Golf, as follows:

(a) The Board of Directors of National Golf, at a special meeting duly called and held on September 13, 2002, adopted resolutions filed with the minutes of the proceedings of the Board of Directors approving the Merger, declaring that the Merger was advisable on

11645#1#6#121285

[Handwritten Signature]
February 6, 2003
Secretary
This is a true and correct copy of the original document. Executed: 6/25

At the Effective Time, by virtue of the Merger and without any action on the part of NGP LLC or National Golf or the holders of any shares of National Golf Common Stock:

(a) each share of National Golf Common Stock (other than shares owned, directly or indirectly, by NGP LLC, or any direct or indirect wholly owned subsidiary of NGP LLC, or National Golf) issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive \$12.00 in cash (the "Merger Consideration"), payable without interest to the holder of such share of National Golf Common Stock, upon surrender of the National Golf Certificate (as defined below) that formerly evidenced such share of National Golf Common Stock;

(b) each share of National Golf Common Stock converted into the Merger Consideration in accordance with subsection (a) of this Article Eleven, shall no longer be outstanding and shall automatically be cancelled and shall cease to exist as of the Effective Time, and the holders of certificates previously representing any such shares of National Golf Common Stock shall cease to have any rights with respect to the shares formerly evidenced thereby, except as otherwise provided the Merger Agreement or by law;

(c) shares of National Golf Common Stock, if any, owned by NGP LLC or any direct or indirect wholly owned subsidiary of NGP LLC or National Golf shall be cancelled and extinguished without any conversion thereof and no payment shall be made with respect thereto;

(d) each unit of membership interest of NGP LLC outstanding immediately prior to the Effective Time, and all rights in respect thereof shall remain outstanding and represent a unit of membership interest of the Surviving Company, and each such unit of membership interest shall have the identical designation, preferences, limitations and relative rights immediately after the Effective Time as such unit of membership interest had immediately prior to the Effective Time; and

(e) in accordance with Section 3-202 of the Maryland General Corporation Law (the "MGCL"), no appraisal rights shall be available to the holders of the shares of National Golf Common Stock in connection with the Merger.

TWELFTH: (a) Prior to the Effective Time, for the benefit of holders of National Golf Common Stock, NGP LLC shall designate, or shall cause to be designated (pursuant to an agreement in form and substance reasonably acceptable to NGP LLC and National Golf), National Golf's transfer agent or such other bank or trust company acceptable to National Golf in its reasonable discretion to act as agent (the "Paying Agent") for the payment of the Merger Consideration upon surrender of certificates that, prior to the Effective Time, represented shares of National Golf Common Stock (the "National Golf Certificates"). From time to time after the Effective Time, Prior to the Effective Time, NGP LLC shall deposit, or cause New NGOP LLC to deposit, (i) with the Paying Agent cash in amounts sufficient for the payment of the Merger Consideration upon surrender of National Golf Certificates, and (ii) with National Golf cash payable in respect of NGP Options (as defined in the Merger Agreement).

(b) As soon as reasonably practicable after the Effective Time but in no event later than the first business day following the Closing Date (as defined in the Merger Agreement), the Paying Agent shall mail to each holder of record of a National Golf Certificate (i) a form of letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the National Golf Certificates held by such person shall pass, only upon proper delivery of the National Golf Certificates to the Paying Agent and shall be in customary form and have such other provisions as NGP LLC and National Golf may reasonably specify) and (ii) instructions for use in effecting the surrender of the National Golf Certificates in exchange for the Merger Consideration. Upon surrender of a National Golf Certificate for cancellation to the Paying Agent or to such other agent or agents as may be appointed by NGP LLC, together with such letter of transmittal, duly completed and validly executed, and such other documents as may reasonably be required by the Paying Agent, the holder of such National Golf Certificate shall be entitled to receive in exchange therefor the amount of cash into which the shares formerly represented by such Certificate shall have been converted, and the National Golf Certificate so surrendered shall forthwith be cancelled. In the event of a transfer of ownership of National Golf Common Stock that is not registered in the stock transfer books of National Golf, the proper amount of cash may be paid in exchange therefor to a person other than the person in whose name the National Golf Certificate so surrendered is registered if such National Golf Certificate shall be properly endorsed or otherwise be in proper form for transfer and the person requesting such payment shall pay any transfer or other taxes required by reason of the payment to a person other than the registered holder of such National Golf Certificate or establish to the satisfaction of NGP LLC that such tax has been paid or is not applicable. No interest shall be paid or shall accrue on the cash payable upon surrender of any National Golf Certificate.

(c) At the close of business on the day on which the Effective Time occurs, the stock transfer books of National Golf shall be closed, and there shall be no further registration of transfers on the stock transfer books of the Surviving Company of the shares of National Golf Common Stock that were outstanding immediately prior to the Effective Time. If, after the Effective Time, National Golf Certificates are presented to the Surviving Company or the Paying Agent for transfer or any other reason, they shall be cancelled and exchanged as provided in these Articles.

(d) The Surviving Company and the Paying Agent, as applicable, shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to the Merger Agreement to any holder of shares of National Golf Common Stock or National Golf Options such amounts as they are required to deduct and withhold with respect to the making of such payment under the Internal Revenue Code of 1986, as amended (the "Code"), or any provision of state, local or foreign Tax (as defined in the Merger Agreement) law. To the extent that amounts are so withheld by the Surviving Company or the Paying Agent, such withheld amounts shall be treated for all purposes of these Articles as having been paid to the holder of the shares of National Golf Common Stock or NGP Options in respect of which such deduction and withholding was made by the Surviving Company.

(e) None of NGP LLC, National Golf, the Surviving Company or the Paying Agent shall be liable to any person in respect of any cash delivered to a public official pursuant to any applicable abandoned property, escheat or similar law. All funds held by the Paying Agent for payment to the holders of unsurrendered National Golf Certificates and unclaimed at

the end of six months after the Effective Time shall be returned to NGP LLC, after which time any holder of unsurrendered National Golf Certificates shall look as a general creditor only to NGP LLC for payment of such funds to which such holder may be due, subject to applicable law. If any National Golf Certificates shall not have been surrendered prior to three years after the Effective Time (or immediately prior to such earlier date on which any Merger Consideration would otherwise escheat to or become the property of any Governmental Entity (as defined in the Merger Agreement)), any such Merger Consideration in respect thereof shall, to the extent permitted by applicable law, become the property of NGP LLC, free and clear of all claims or interest of any Person (as defined in the Merger Agreement) previously entitled thereto.

(f) If any National Golf Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such National Golf Certificate to be lost, stolen or destroyed and, if required by the Surviving Company, the posting by such person of a bond in such reasonable amount as the Surviving Company may reasonably direct as indemnity against any claim that may be made against it with respect to such Certificate, the Paying Agent shall pay in respect of such lost, stolen or destroyed National Golf Certificate the Merger Consideration.

THIRTEENTH: Each of the undersigned acknowledges these Articles to be the act of the respective party on whose behalf he or she has signed, and further, as to all matters or facts required to be verified under oath, each of the undersigned acknowledges that to the best of his or her knowledge, information and belief, these matters and facts relating to the entity on whose behalf he or she has signed are true in all material respects and that this statement is made under the penalties for perjury.

IN WITNESS WHEREOF, these Articles of Merger have been duly executed by the parties hereto this 6th day of February, 2003.


ATTEST:

Name:
Title:

NATIONAL GOLF PROPERTIES, INC.,
a Maryland corporation

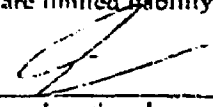
By: _____
Name:
Title:

ATTEST:





Name: Madison Grose
Title: Secretary

NGP LLC,
a Delaware limited liability company


By: _____
Name: Jonathan Langer
Title: Voting Manager

ATTEST:


By: _____
Name: Madison Grose
Title: Secretary

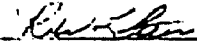

By: _____
Name: Andrew M. Snyder
Title: Voting Manager

[Articles of Merger]

Consent of Resident Agent

The undersigned hereby consents to act as resident agent in the State of Maryland for
INCP LLC, a Delaware limited liability company.

THE CORPORATION TRUST INCORPORATED

By: 
Name: Robin LaPeters
Title: Vice President

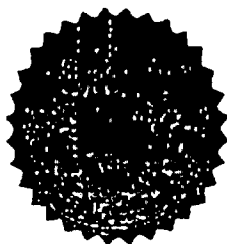
Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"NATIONAL GOLF PROPERTIES, INC.", A MARYLAND CORPORATION, WITH AND INTO "NGP LLC" UNDER THE NAME OF "NATIONAL GOLF PROPERTIES LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE SIXTH DAY OF FEBRUARY, A.D. 2003, AT 12:15 O'CLOCK P.M.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

3562767 8100M

AUTHENTICATION: 2246655

030079676

DATE: 07/28/03

RECORDED: 07/28/2003

TRADEMARK
REEL: 002790 FRAME: 0389