

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL														
CONVEYING PARTY DATA															
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Barefoot Properties Limited Partnership</td> <td></td> <td>04/03/2013</td> <td>LIMITED PARTNERSHIP: SOUTH CAROLINA</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Barefoot Properties Limited Partnership		04/03/2013	LIMITED PARTNERSHIP: SOUTH CAROLINA				
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RECEIVING PARTY DATA															
<table border="1"> <tr> <td>Name:</td> <td>Barefoot Landing Commercial, LLC</td> </tr> <tr> <td>Street Address:</td> <td>8800 MARINA PKWY</td> </tr> <tr> <td>City:</td> <td>MYRTLE BEACH</td> </tr> <tr> <td>State/Country:</td> <td>SOUTH CAROLINA</td> </tr> <tr> <td>Postal Code:</td> <td>29572</td> </tr> <tr> <td>Entity Type:</td> <td>LIMITED LIABILITY COMPANY: SOUTH CAROLINA</td> </tr> </table>				Name:	Barefoot Landing Commercial, LLC	Street Address:	8800 MARINA PKWY	City:	MYRTLE BEACH	State/Country:	SOUTH CAROLINA	Postal Code:	29572	Entity Type:	LIMITED LIABILITY COMPANY: SOUTH CAROLINA
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PROPERTY NUMBERS Total: 1															
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>2109224</td> <td>BAREFOOT LANDING</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Registration Number:	2109224	BAREFOOT LANDING						
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Registration Number:	2109224	BAREFOOT LANDING													
CORRESPONDENCE DATA															
<p>Fax Number: 7043393456 <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Phone: 7043778156 Email: jcarusone@rbh.com Correspondent Name: Jennifer Carusone Address Line 1: 101 N. Tryon St. Suite 1900 Address Line 4: Charlotte, NORTH CAROLINA 28246</p>															
ATTORNEY DOCKET NUMBER:	22777.00014														
NAME OF SUBMITTER:	Jennifer Carusone														
Signature:	/Jennifer Carusone/														

Date:

04/15/2013

Total Attachments: 5

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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS (this "Assignment"), dated April 3, 2013, is made by **LAKESIDE FESTIVAL SHOPPING, LLC**, a Delaware limited liability company ("Seller"), **BSR MANAGEMENT, LLC**, a Delaware limited liability company ("BSR"), **BAREFOOT PROPETIES LIMITED PARTNERSHIP**, a South Carolina limited partnership ("BPLP"); and **BAREFOOT/SILK ROAD, INC.**, a Delaware corporation ("BSRI," and together with Seller, BPLP and BSR, "Assignors"); to **BAREFOOT LANDING COMMERCIAL, LLC**, a South Carolina limited liability company ("Buyer")

RECITALS

A. By Special Warranty Deed of even date herewith, to be recorded in the Office of the Register of Deeds for Horry County, Seller has conveyed to Buyer a retail, restaurant and entertainment project commonly known as Barefoot Landing, which is located on multiple parcels of land between U.S. Highway 17 Business and the Intracoastal Waterway, in the City of North Myrtle Beach, Horry County, South Carolina (the "Property"). The Property is more particularly described in the Deed.

B. The Property has been conveyed by Seller to Buyer pursuant to the terms of an Agreement of Purchase and Sale between Seller and Burroughs & Chapin Company, Inc., dated November 9, 2012, and subsequently assigned to Buyer (as amended to date, and as so assigned, the "Purchase Agreement"). All capitalized terms used but not defined in this Assignment shall have the meanings ascribed to them in the Purchase Agreement.

ASSIGNMENT

Assignors, for and in consideration of the mutual covenants and agreements contained in the Purchase Agreement, and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, grant, sell, assign, transfer, convey and deliver to Buyer, as of 11:59 p.m. on April 10, 2013 (the "Effective Date"), all of their respective right, title and interest in and to: (a) the trademarks, trademark registrations and applications set forth on Schedule A attached hereto (collectively, the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks, along with the right to sue for and recover any profits, penalties, expenses and other damages arising out of or related to any past, present and/or future infringement or dilution of the Trademarks or the goodwill symbolized by the Trademarks; (b) the copyrights and copyright registrations set forth on Schedule A attached hereto (collectively, the "Copyrights"), together with the right to sue for and recover any profits, penalties, expenses and other damages arising out of or related to any past, present and/or future infringement of the works covered by the Copyrights; and (c) all other Intangibles, as defined in the Purchase Agreement, including but not limited to the domain names, URLs and social media sites set forth on Schedule A attached hereto (collectively, the "Domain Names").

Assignors agree to execute and deliver such documents and instruments and perform such other acts as may be reasonably required in order to vest all of each Assignor's right, title

and interest in and to the Trademarks, the Copyrights, the Domain Names and the other Intangibles in Assignee, including the delivery to Buyer of any relevant evidence in any Assignor's possession or control that may be reasonably required to support the foregoing.

As provided in the Purchase Agreement, Assignors reserve the non-exclusive right to use the "Barefoot" name alone or in connection with other projects owned or operated by its affiliated entities, including but not limited to Barefoot Resorts and the Barefoot golf courses. The parties further agree that Barefoot Retail Partners, I, LLC shall have the right to use the name "Barefoot Landing" in its advertising of properties and businesses it owns or leases adjacent to the Property. Such reserved rights of Assignors shall be set out in a separate license agreement to be executed following Closing. If a separate license agreement is not executed post-closing, then the terms of this Assignment shall prevail. In addition, Buyer acknowledges that the Intangibles being transferred by this Assignment do not include any rights in the following names or associated marks, when used in their entirety: "Barefoot Golf Vacations," "Barefoot Paradise Vacations," "Century 21 Barefoot Realty" and "Barefoot Resort & Golf."

IN WITNESS WHEREOF, Assignors have executed this Assignment as of the day and year first above written.


ASSIGNORS:

LAKESIDE FESTIVAL SHOPPING, LLC, a
Delaware limited liability company

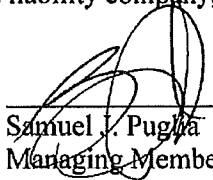
By: NMB Investments, LLC, a Delaware limited
liability company, its Member

By: Barefoot Retail Partners II, LLC, a North
Carolina limited liability company, its
Member

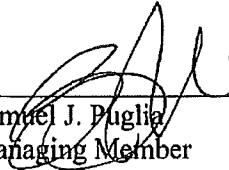
By: Silkroad Realty Holdings, LLC, a
Delaware limited liability
company, its Manager

By: 
Name: Tracy L. Wright
Title: Authorized Agent

By: Puglia Investments, LLC, a Delaware
limited liability company, its Member

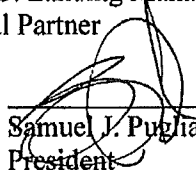
By: 
Name: Samuel J. Puglia
Title: Managing Member

BSR MANAGEMENT, LLC, a Delaware limited liability company

By: 
Name: Samuel J. Puglia
Title: Managing Member

BAREFOOT PROPERTIES LIMITED PARTNERSHIP, a South Carolina limited partnership

By: Barefoot Landing Management, Inc., its General Partner

By: 
Name: Samuel J. Puglia
Title: President

BAREFOOT/SILK ROAD, INC., a Delaware corporation

By: 
Name: Samuel J. Puglia
Title: President

SCHEDULE A

Schedule of Assigned Intangibles

Registered Trademarks:

Trademark	Registration Number	Class	Owner	Reg. Date
BAREFOOT LANDING	2,109,224	IC 042 - Retail shopping center services	Barefoot Properties Limited Partnership	October 28, 1997

Common Law Trademarks:



Domain Names:

www.bflanding.com

Owner: BSR Management, LLC
P. O. Box 1665
North Myrtle Beach, SC 29598
United States
Expires: July 24, 2013

www.barefootlanding.com

Owner: BSR Management, LLC
P. O. Box 1665
North Myrtle Beach, SC 29598
United States
Expires: July 19, 2013

Social Media Sites:

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

[continued on following page]

Registered Copyrights:

Copyright	Registration Number	Claimants	Reg. Date
Johnny B Barefoot mascot image	VA 1-686-329	BSR Management LLC d/b/a Barefoot Landing Lakeside Festival Shopping LLC d/b/a Barefoot Landing	September 11, 2009

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