

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM602434

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DOMINION ACQUISITION GROUP, L.P.		04/22/2019	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	CF DOMINION ARCIS LLC		
Street Address:	5221 N. O'Connor Boulevard		
Internal Address:	Suite 700		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1421175	THE DOMINION	
Registration Number:	1405311	THE DOMINION COUNTRY CLUB	
Registration Number:	1430402	D	
CORRESPONDENCE DATA			
Fax Number:	8043447999		
<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:	804-788-8331		
Email:	HWITM@HuntonAK.com		
Correspondent Name:	Stephen Demm, Hunton Andrews Kurth LLP		
Address Line 1:	Riverfront Plaza, East Tower		
Address Line 4:	Richmond, VIRGINIA 23219-4074		
ATTORNEY DOCKET NUMBER:	080552.0000029		
NAME OF SUBMITTER:	Stephen P. Demm		
SIGNATURE:	/Stephen P. Demm/		
DATE SIGNED:	10/12/2020		
Total Attachments: 96			
source=BILL OF SALE - Dominion - Redacted#page1.tif			

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BILL OF SALE

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR §

THIS BILL OF SALE is made by THE DOMINION ACQUISITION GROUP, L.P., a Texas limited partnership (hereinafter referred to as "Seller"), in favor of and to CF DOMINION ARCIS LLC, a Delaware limited liability company (hereinafter referred to as "Purchaser").

WHEREAS, Seller (and its Affiliates) and Arcis Equity Partners, LLC entered into that certain Purchase and Sale Agreement dated January 23, 2019, covering the real and personal property more particularly described therein (as amended and assigned from time to time, the "Purchase and Sale Agreement"). Capitalized words and phrases not otherwise defined herein shall have the meanings ascribed to them in the Purchase and Sale Agreement; and

WHEREAS, pursuant to the Purchase and Sale Agreement, Seller (the entities listed in Schedule 1 and any assumed names that Seller is doing business as or under including, but not limited to, those listed on Schedule 2) is to sell, convey, and transfer to Purchaser, by bill of sale, all Tangible Personal Property and Intangible Personal Property, as said terms are defined in the Purchase and Sale Agreement (said Tangible Personal Property, Intangible Personal Property and attached schedules being hereinafter collectively referred to as the "Property"), including (i) the Licenses and Permits specifically identified on Schedule A attached hereto and incorporated herein for all purposes, (ii) the Tangible Personal Property specifically identified on Schedule B attached hereto and incorporated herein for all purposes, (iii) the Inventory specifically identified on Schedule C attached hereto and incorporated herein for all purposes, (iv) the Account Receivables specifically identified on Schedule D attached hereto and incorporated herein for all purposes, (v) the Bookings, Prepayments and Gift Certificates specifically identified on Schedule E attached hereto and incorporated herein for all purposes, (vi) the Note Receivables specifically identified on Schedule F attached hereto and incorporated herein for all purposes; (vii) all of Seller's interest in the trademarks identified in Schedule G, including the goodwill of the business symbolized by such marks and any causes of action for any previously occurring infringement of such marks; (viii) all of Seller's interest in copyrights in materials identified on Schedule H; and (ix) the Equipment Leases specifically identified on Schedule I attached hereto and incorporated herein for all purposes, and

NOW, THEREFORE, pursuant to the Purchase and Sale Agreement, and in consideration of the sum of TEN DOLLARS (\$10.00) and of the premises, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller (the entities listed in Schedule 1 and any assumed names that Seller is doing business as or under including, but not limited to, those listed on Schedule 2) has GIVEN, GRANTED, CONVEYED, ASSIGNED, TRANSFERRED, BARGAINED, SOLD, REMISED, RELEASED, ALIENATED, SET OVER, and CONFIRMED, and by these presents does GIVE, GRANT, CONVEY, ASSIGN, TRANSFER, BARGAIN, SELL, REMISE, RELEASE, ALIENATE, SET OVER, and CONFIRM unto Purchaser, its successors and assigns, forever, as an entirety, all of Seller's (the entities listed in Schedule 1 and any assumed names that Seller is doing business as or under

including, but not limited to, those listed on Schedule 2) right, title, and interest in and to all of the Property, but excluding the Excluded Liabilities and Excluded Property.

PROVIDED, HOWEVER, that nothing herein shall be deemed to constitute an assignment or an attempt to assign the Property or any licenses, franchises, permits, and other governmental authorizations held by Seller relating to the Property or used by Seller in connection with the operation and management of the Real Property, the Appurtenances and the Improvements which are not permitted to be assigned by any federal, state, or local governmental or quasi-governmental authority without such entity's consent, and if any such license, franchise, permit, or other governmental authorization may not be fully assignable except with the approval of any federal, state, or local governmental or quasi-governmental authority, then assignment shall occur only upon obtaining such approval.

TO HAVE AND TO HOLD the Property unto Purchaser, and Seller does hereby bind its successors and assigns to WARRANT AND DEFEND all and singular the Property unto Purchaser and its successors and assigns against every person whomsoever lawfully claiming or to claim the Property or any part thereof, by, through or under Seller, but not otherwise.

The covenants, agreements, representations, warranties, indemnities, and limitations provided in the Purchase and Sale Agreement with respect to the Property conveyed hereunder (including, without limitation, the limitations of liability provided in Sections 11.1, 13.1.12 and 13.1.13 of the Purchase and Sale Agreement), are hereby incorporated herein by this reference as if herein set out in full and shall inure to the benefit of and shall be binding upon Purchaser and Seller and their respective successors and assigns.

Except for any representations, warranties, promises, covenants, agreements or guaranties made in the Purchase and Sale Agreement and the warranty of title set forth above concerning the Property described herein, the Property conveyed hereunder is conveyed by Seller and accepted by Purchaser AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY WARRANTIES OF WHATSOEVER NATURE, EXPRESS OR IMPLIED, IT BEING THE INTENTION OF SELLER AND PURCHASER EXPRESSLY TO NEGATE AND EXCLUDE ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PROPERTY CONVEYED HEREUNDER, OR BY ANY SAMPLE OR MODEL THEREOF (INCLUDING, WITHOUT LIMITATION, ANY AND ALL OTHER WARRANTIES WHATSOEVER CONTAINED IN OR CREATED UNDER THE UNIFORM COMMERCIAL CODE IN EFFECT IN TEXAS OR ANY OTHER JURISDICTION WHOSE LAW MAY BE APPLICABLE TO THE CONSTRUCTION OR ENFORCEMENT OF THE PURCHASE AGREEMENT OR THIS INSTRUMENT).

This Bill of Sale may be executed in one or more identical counterparts, each of which such counterpart shall be deemed an original for all purposes and all such counterparts collectively consisting of one such Bill of Sale.


[Signatures on Following Page]

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed by its duly authorized officer this ~~18th~~ day of April, 2019.
22nd

Seller:

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


By: The Dominion Acquisition Group GP, Inc.
Its general partner

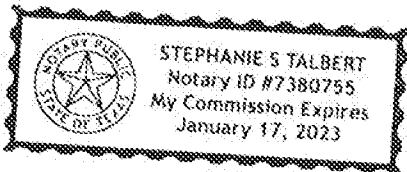
By: 
Name: Steven Held
Title: President

STATE OF TEXAS §
 §
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Steven Held, President of The Dominion Acquisition Group GP, Inc., general partner of THE DOMINION ACQUISITION GROUP, L.P., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of April, 2019.


Notary Public, State of Texas



(Typed or Printed Name of Notary)

My Commission Expires:

IN WITNESS WHEREOF, the undersigned has joined this Bill of Sale to be executed by its duly authorized officer this ~~15th~~ day of April, 2019 to transfer the applicable Property as described on the schedules herein.

THE DOMINION GOLF GROUP, LP,
a Texas limited partnership

By: The Dominion Golf Group GP, Inc.
Its general partner

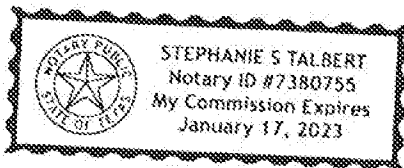
By: [Signature]
Name: Steven Held
Title: President

STATE OF TEXAS §
 §
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Steven Held, President of The Dominion Golf Group GP, Inc., general partner of THE DOMINION GOLF GROUP, LP, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of April, 2019.

[Signature]
Notary Public, State of Texas



(Typed or Printed Name of Notary)

My Commission Expires:

IN WITNESS WHEREOF, the undersigned has joined this Bill of Sale to be executed by its duly authorized officer this ~~10~~^{18th} day of April, 2019 to transfer the applicable Property as described on the schedules herein.

DOMINION BEVERAGES CORP.,
a Texas corporation

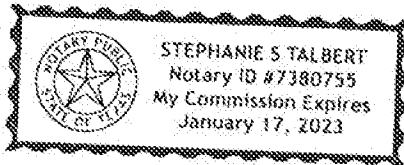
By: [Signature]
Name: Steven Held
Title: President

STATE OF TEXAS §
 §
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Steven Held, President of Dominion Beverages Corp., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of April, 2019.

[Signature]
Notary Public, State of Texas



(Typed or Printed Name of Notary)

My Commission Expires:

IN WITNESS WHEREOF, the undersigned has joined this Bill of Sale to be executed by its duly authorized officer this ~~11th~~ ^{22nd} day of April, 2019 to transfer the applicable Property as described herein.

THE DOMINION GOLF GROUP, GP, Inc.
a Texas corporation

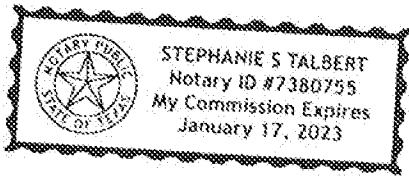
By: [Signature]
Name: Steven Held
Title: President

STATE OF TEXAS §
 §
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Steven Held, President of The Dominion Golf Group GP, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of April, 2019.

[Signature]
Notary Public, State of Texas



(Typed or Printed Name of Notary)

My Commission Expires:

Schedule 1

The Dominion Golf Group, LP
Dominion Beverages Corp.
The Dominion Acquisition Group GP, Inc.

Schedule 2

Dominion Golf Group
The Dominion Country Club
Dominion Country Club
The Dominion Country Maintenance
Dominion Country
Dominion
Any similar variations of names listed herein

Schedule A

LICENSES AND PERMITS

REDACTED

REDACTED

Schedule B

TANGIBLE PERSONAL PROPERTY

REDACTED

REDACTED

REDACTED

REDACTED

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Schedule C
INVENTORY

REDACTED

REDACTED

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Schedule D

ACCOUNT RECEIVABLES

REDACTED

REDACTED

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Schedule E

BOOKINGS, PREPAYMENTS AND GIFT CERTIFICATES

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Schedule F

NOTE RECEIVABLES

None.

Schedule G

TRADEMARKS
(Including all U.S. Federal, State and Common Law Rights)

THE DOMINION COUNTRY CLUB (Word Mark Only)



Registration Number	Mark
1421175	
1405311	THE DOMINION COUNTRY CLUB
1430402	

TEXAS STATE TRADEMARK REGISTRATIONS

Registration Number	Mark
4609017	DOMINION (THE)

Schedule H

COPYRIGHTS

All hard copy and electronic materials created by or for Seller that are or have been used or held for use in connection with the promotion and operation of the Clubs (as defined in the Purchase and Sale Agreement).

Schedule I

EQUIPMENT LEASES

REDACTED