

09-15-2009



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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

9/14/09

1. Name of conveying party(ies):

High Desert Development Company LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) July 1, 2005

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Pronghorn Investors LLC

Internal

Address: _____

Street Address: 65600 Pronghorn Club Drive

City: Bend

State: Oregon

Country: U.S.A. Zip: 97701

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other LLC

Citizenship _____
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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

78448711

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Laura Craska Cooper

Internal Address: _____

Street Address: 15 SW Colorado Ave., Ste. 3

City: Bend

State: Oregon Zip: 97702

Phone Number: (541) 617-1309

Fax Number: (541) 617-8824

Email Address: lcooper@balljanik.com

6. Total number of applications and registrations involved:

1 (one)

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

09/15/2009 DBYRNE 00000013 78448711

Deposit Account Number _____ 40.00 09

Authorized User Name _____

9. Signature:

Laura Craska Cooper
Signature

September, 2009
Date

Laura Craska Cooper
Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 004062 FRAME: 0094

ASSIGNMENT OF TRADEMARK RIGHTS

THIS ASSIGNMENT OF TRADEMARK RIGHTS (this "Assignment") is effective as of July 1, 2005, by and between HIGH DESERT DEVELOPMENT COMPANY LLC, an Oregon limited liability company ("Assignor") and PRONGHORN INVESTORS, LLC, a Delaware limited liability company ("Assignee").

Assignor and Assignee execute this Assignment pursuant to that certain Investment and Contribution Agreement dated June 30, 2005, by and among Assignor, Assignee, High Desert Development Partners, LLC, High Desert Golf Club LLC, MSP Real Estate Fund IV, L.P., Morgan Stanley Real Estate Investors IV Domestic, L.P., Morgan Stanley Real Estate Fund IV Special Domestic, L.P., Morgan Stanley Real Estate Fund IV Domestic, L.P., MSP Co-Investment Partnership IV, L.P., MS-Pronghorn Holding Company, LLC, Pronghorn Development Company, LLC, Pronghorn Villa Partners LLC, and The Pronghorn Golf Club, LLC (the "Agreement").

Assignor, for good and valuable consideration received pursuant to the Agreement, hereby transfers, conveys, and assigns to Assignee all of Assignor's right, title, and interest in and to all trademarks and service marks, trademark and service mark registrations, applications for trademark and service mark registration, trade names, and Assignor's rights relating to use of the Pronghorn wordmark and combined wordmark and logo (the "Marks"), copies of which are attached in **Exhibit A**, and all goodwill associated therewith, and the renewals thereof, and all income, royalties, damages, and payments due and/or payable to Assignor, whether now or hereafter, under and with respect to all such trademarks and service marks, trademark and service mark registrations, trademark and service mark applications, and trade names including, without limitation, Assignor's claims for damages and payments for past or future infringements thereof (collectively, the "Trademark Rights").

Assignor hereby covenants that Assignor shall, at any time and from time to time, upon written request therefor, execute and deliver to Assignee such documents as Assignee may reasonably request in order to confirm the transfer to Assignee of, and to protect Assignee's right, title and interest in and to, all of the Trademark Rights.

Assignor hereby represents and warrants to Assignee that it is hereby transferring its right, title, and interest in and to the Trademark Rights, free and clear of all liens, encumbrances, or restrictions.

This Assignment of Trademark Rights shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties.

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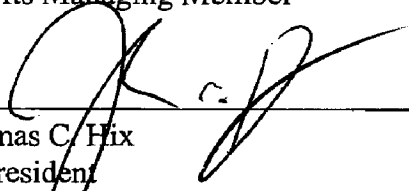
This Assignment of Trademark Rights shall be governed by, interpreted under, and enforceable in accordance with, the laws of the State of Oregon.

ASSIGNOR:

HIGH DESERT DEVELOPMENT COMPANY LLC,
an Oregon limited liability company

By: High Desert Development Partners LLC,
a California limited liability company,
Its Managing Member

By: Northwest Resort Development, Inc.,
a California corporation,
Its Managing Member

By: 
Thomas C. Hix
Its President

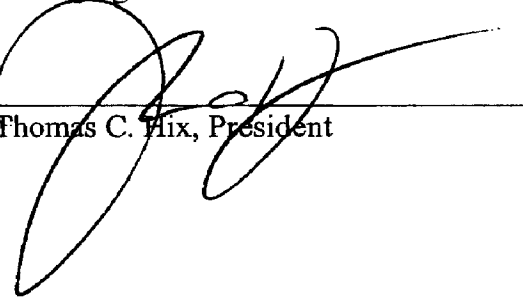
ASSIGNEE:

PRONGHORN INVESTORS LLC,
a Delaware limited liability company

By: MS-Pronghorn Holding Company, LLC,
a Delaware limited liability company,
its sole member

By: High Desert Development Partners, LLC,
a California limited liability company,
its Administrator

By: Northwest Resort Development, Inc.,
a California corporation, its sole
managing member

By: 
Thomas C. Hix, President

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