

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hazeltine National Golf Club		10/20/2009	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	KleinBank		
Street Address:	1550 Audubon Road		
City:	Chaska		
State/Country:	MINNESOTA		
Postal Code:	55318		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78805188		
Registration Number:	1927564	HAZELTINE	
Registration Number:	1905731	HAZELTINE NATIONAL GOLF CLUB	
CORRESPONDENCE DATA			
Fax Number:	(952)442-6166		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	jmjanski@mhslaw.com		
Correspondent Name:	Jeanette Janski		
Address Line 1:	Melchert Hubert Sjodin		
Address Line 2:	121 West Main Street		
Address Line 4:	Waconia, MINNESOTA 55387		
NAME OF SUBMITTER:	Jeanette Janski		
Signature:	/Jeanette Janski/		
Date:	10/21/2009		

OP \$90.00 78805188

Total Attachments: 5

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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

KleinBank
1550 Audubon Road
Chaska, MN 55318

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
Hazeltine National Golf Club

OR
 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
1900 Hazeltine Boulevard Chaska MN 55318 USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any
non-profit corporation Minnesota D-947 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR
 2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any
 NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
KleinBank

OR
 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
1550 Audubon Road Chaska MN 55318 USA

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit "A" attached hereto for a list of the collateral.

5. ALTERNATIVE DESIGNATION [if applicable]: LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable] 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

EXHIBIT A TO UCC FINANCING STATEMENT

(1) The following properties, assets and rights of the Debtor, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof: all personal and fixture property of every kind and nature including without limitation all goods (including inventory, equipment and any accessions thereto), instruments (including promissory notes), documents, accounts, chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims, securities and all other investment property, supporting obligations, any other contract rights or rights to the payment of money, insurance claims and proceeds, and all general intangibles (including all payment intangibles). Notwithstanding the foregoing, no security interest is created or granted to Secured Party in any contracts between Debtor and PGA Tournament Corporation, Inc. but Secured Party shall have a security interest in any accounts arising out of such contracts.

(2) Debtor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the following trademarks and applications and the trademarks, and renewals thereof:

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Serial/Registration No.</u>	<u>Date Registered</u>
Hazeltine	1,927,564	October 17, 1995
Hazeltine National Golf Club	1,905,731	July 18, 1995

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
Hazeltine Walking Man Logo	78805188	February 2, 2006

and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Debtor's business connected with the use of and symbolized by the Trademarks.

3. All of Debtor's rights, title and interest in and to the plans and specifications for the clubhouse improvements (the "Clubhouse Improvements") to be constructed on real property located in Chaska, Minnesota known as Hazeltine National Golf Course (the "Property"), including, but not limited to, those plans and specifications prepared by Yunker Associates Architecture to be used by Zeman Construction Company, the contractor.

4. All of Debtor's rights, title and interest in and to the plans and specifications for the golf course improvements (the "Course Improvements") to be constructed on the Property.

5. All of Debtor's rights, title and interest under all construction contracts relating to the Clubhouse Improvements, including, but not limited to, that certain Construction Contract dated June 1, 2008, and any change orders thereto by and between Debtor and Zeman Construction Company.

6. All of Debtor's rights, title and interest to all construction contracts relating to the Course Improvements.

NOTICE
OF
ASSIGNMENT OF SECURITY INTEREST
IN
TRADEMARK

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to a certain Security Agreement dated as of October 20, 2009 (the "Assignment") executed by HAZELTINE NATIONAL GOLF CLUB, a Minnesota non-profit corporation (the "Assignor") in favor of KLEINBANK, a Minnesota banking corporation (the "Assignee"), the Assignor has granted to the Assignee its continuing security interest in and continuing lien upon, among other things, the Trademarks shown below:

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Hazeltine Walking Man Logo	78805188	February 2, 2006

Note: this is an ITU (intent to use) application. Mark is not yet in use.

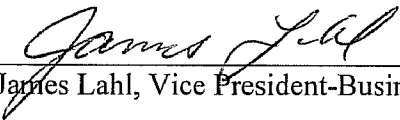
The Assignor and the Assignee hereby acknowledge and agree that the security interest in the foregoing Trademark (a) may only be terminated in accordance with the terms of the Assignment, and (b) is not to be construed as an assignment of ownership of any Trademark.

HAZELTINE NATIONAL GOLF CLUB

By: 
Timothy J. Rainey
Its: President

Acknowledged and accepted:

KLEINBANK

By: 
James Lahl, Vice President-Business Banking

Larry/KB/Hazeltine/notice of assign sec interest
Second Draft 10/161/09