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Form 10-1594 (Rev. 02) OMB 0651-0027 (exp. 6/30/2005)

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05-02-2003

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office



102437532

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Sunday River Skiway Corporation
[] Individual(s) [] Association
[] General Partnership [] Limited Partnership
[] Corporation-State (ME)
[] Other
Additional name(s) of conveying party(ies) attached? [] Yes [X] No

3. Nature of conveyance:
[] Assignment [] Merger
[X] Security Agreement [] Change of Name
[] Other
Execution Date: February 14, 2003

2. Name and address of receiving party(ies):
Name: General Electric Capital Corporation, as Administrative Agent
Internal Address:
Street Address: 120 Long Ridge Road, 3rd Floor
City: Stamford State: CT ZIP: 06927
[] Individual(s) citizenship
[] Association
[] General Partnership
[] Limited Partnership
[X] Corporation-State Delaware
[] Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [X] No
(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? [] Yes [X] No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76/420,244

B. Trademark Registration No.(s) 2,232,158 ; 1,946,833
Additional number(s) attached? [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Robyn Rahbar, Esq.
Internal Address: Simpson Thacher & Bartlett
Street Address: 425 Lexington Avenue
City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: 3
7. Total fee (37 CFR 3.41): \$ 90.00
[] Enclosed
[X] Authorized to be charged to deposit account credit card
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
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.
Robyn Rahbar, Esq. Signature Date 5/2/03
Name of Person Signing

05/05/2003 6TOM11 00000096 76420244

Total number of pages including cover sheet, attachments, and document: 6

01 FC:8521 02 FC:8522

40.00 50.00 Mail documents to be recorded with required cover sheet information to: Commissioner of Patents and Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002722 FRAME: 0890

**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of February 14, 2003 is made by SUNDAY RIVER SKIWAY CORPORATION, a Maine corporation (the "Grantor"), in favor of General Electric Capital Corporation, a Delaware corporation, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of February 14, 2003, among American Skiing Company, a Delaware corporation, the Grantor, the other Subsidiary Borrowers (as defined therein) from time to time parties thereto (together with American Skiing Company and the Grantor, the "Borrowers"), the several banks and other financial institutions from time to time parties thereto (the "Lenders"), and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor and the other Borrowers have executed and delivered a Guarantee and Collateral Agreement, dated as of February 14, 2003, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in certain Intellectual Property, including the Trademarks; and

WHEREAS, Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Lenders, a security interest in the Trademarks (but excluding foreign trademarks) now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (including, without limitation, those items listed on Schedule A hereto) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SUNDAY RIVER SKIWAY CORPORATION

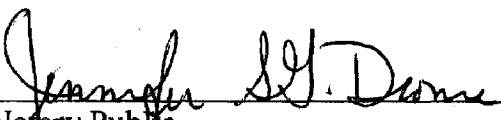
By: 

Name: Foster A. Stewart, Jr.

Title: Senior Vice President

STATE OF MAINE)
) ss
COUNTY OF CUMBERLAND

On the ____ day of March, 2003, before me personally came Foster A. Stewart, Jr., who is personally known to me to be the Senior Vice President of Sunday River Skiway Corporation, a Maine corporation; who, being duly sworn, did depose and say that she/he is the Senior Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademarks Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
PERFECT TURN and Design	2,232,158
THE EDGE	1,946,833
SUNDAY RIVER	76/420,244