

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
Sierra-at-Tahoe, Inc.		05/31/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Collateral Agent		
Street Address:	120 Long Ridge Road, 3rd Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06927		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	76570709	EVERYBODY JUST CHILL	
Registration Number:	2922363	EVERYBODY JUST CHILL	
Serial Number:	74517542	SIERRA AT TAHOE	
Serial Number:	78529692	SIERRA-AT-TAHOE	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-2254		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Robyn Rahbar, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
NAME OF SUBMITTER:	Robyn Rahbar		
Signature:	/rr/		

OP \$115.00 76570709

Date:

07/27/2005

Total Attachments: 3

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GRANT OF SECURITY INTEREST

(TRADEMARKS)

WHEREAS, SIERRA-AT-TAHOE, INC., a Delaware corporation (the "Obligor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, for which United States registrations or applications for registration are subsisting, as indicated on Schedule 1A (such marks, applications and registrations, collectively, the "Trademarks");

WHEREAS, the Obligor has entered into a First Lien Guarantee and Collateral Agreement dated as of May 31, 2005 (as amended or otherwise modified from time to time, the "Security Agreement"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, as Collateral Agent (the "Agent");

WHEREAS, pursuant to the Security Agreement, the Obligor has granted to the Agent a security interest and mortgage in all right, title and interest of the Obligor in, to and under the Trademarks together with the goodwill of the business symbolized by the Trademarks, and the registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action that may exist by reason of violation thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Obligor does hereby grant to the Agent a security interest and mortgage in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Obligor has caused this Grant of Security Interest (Trademarks) to be duly executed by its officer thereunto duly authorized as of _____, 2005.

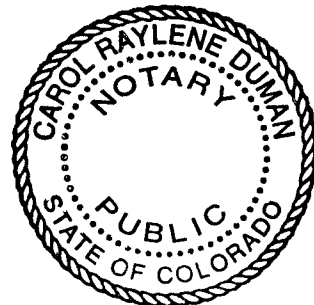
SIERRA-AT-TAHOE, INC.

By: Ross Agre
Name: Ross Agre
Title: Vice President

STATE OF Colorado
COUNTY OF Eagle ss.:

On this 27th day of May 2005, before me, the undersigned, personally appeared Ross Agre, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Carol Raylene Duman
[NOTARY SEAL]



My Commission Expires 9/28/2006

SCHEDULE 1A TO GRANT OF SECURITY INTEREST

(TRADEMARKS AND TRADEMARK APPLICATIONS)

<u>Title</u>	<u>Application/Registration No.</u>
EVERYBODY JUST CHILL	76/570,709
EVERYBODY JUST CHILL	2,922,363
SIERRA AT TAHOE and design	74/517,542
SIERRA-AT-TAHOE	78/529,692