

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
Greater Park City Company		12/18/2009	CORPORATION: UTAH
Alpine Meadows Ski Corporation		12/18/2009	CORPORATION: CALIFORNIA
Boreal Ridge Corporation		12/18/2009	CORPORATION: CALIFORNIA
Mt. Bachelor, Inc.		12/18/2009	CORPORATION: OREGON
MTB Killington, LLC		12/18/2009	LIMITED LIABILITY COMPANY: DELAWARE
AMSC Killington, LLC		12/18/2009	LIMITED LIABILITY COMPANY: DELAWARE
SP II Resort LLC		12/18/2009	LIMITED LIABILITY COMPANY: DELAWARE
Powdr - Copper Mountain LLC		12/18/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., Collateral Agent
Street Address:	100 Federal Street
Internal Address:	9th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 48

Property Type	Number	Word Mark
Registration Number:	1735355	KILLINGTON VERMONT
Registration Number:	1802123	AMERICA'S OPENING
Registration Number:	1803462	PARK CITY SKI AREA
Registration Number:	1804854	PARK CITY SKI AREA
Registration Number:	1888944	THE HEART OF AMERICAN SKIING

CH \$1215.00 1735355

900151026

**TRADEMARK
 REEL: 004121 FRAME: 0655**

Registration Number:	2257774	PARK CITY MOUNTAIN RESORT
Registration Number:	2259883	PARK CITY MOUNTAIN RESORT
Registration Number:	2265479	PARK CITY MOUNTAIN RESERVATIONS
Registration Number:	2290449	PARK CITY MOUNTAIN RESORT
Registration Number:	2361928	PARK CITY MOUNTAIN RESORT
Registration Number:	2391856	PARK CITY MOUNTAIN RESORT
Registration Number:	2415258	PARK CITY MOUNTAIN RESORT
Registration Number:	2490400	PINNACLES
Registration Number:	2519574	MT. BACHELOR
Registration Number:	2579369	
Registration Number:	2590265	
Registration Number:	2920489	FAST TRACKS
Registration Number:	3082430	BOREAL
Registration Number:	3089882	ALPINE MEADOWS
Registration Number:	3114310	K
Registration Number:	3132614	IRIDE
Registration Number:	3161849	SODA SPRINGS
Registration Number:	3164176	KILLINGTON VERMONT
Registration Number:	3177005	AM
Registration Number:	3186077	RISE ABOVE
Registration Number:	3188585	SIGNATURE RUNS
Registration Number:	3609130	KIDS SIGNATURE
Registration Number:	3610047	ADVENTURE AT EVERY TURN
Registration Number:	3569691	
Registration Number:	2033069	C COPPER
Registration Number:	2580285	BEELINE ADVANTAGE
Registration Number:	2696147	CAMP HALE COFFEE
Registration Number:	3065912	CATALYST
Registration Number:	2882083	COPPER CLOTHING CO.
Registration Number:	2338217	COPPER COMMONS
Registration Number:	2616142	COPPER CREEK
Registration Number:	1102372	COPPER MOUNTAIN
Registration Number:	2327560	COPPER MOUNTAIN
Registration Number:	2556480	COPPER STATION
Registration Number:	2586354	ENDO'S ADRENALINE CAFE

Registration Number:	3309724	JILL'S UMBRELLA BAR
Registration Number:	3304557	JILL'S UMBRELLA BAR
Registration Number:	2809085	THE LEWIS RANCH AT COPPER
Registration Number:	2033068	WHERE THE SKIERS SKI
Serial Number:	77762966	PARK CITY MOUNTAIN RESORT PROPERTIES
Serial Number:	77169920	ECOLOGIC CONNECT · RESPECT · PROTECT
Serial Number:	77618878	COPPER MOUNTAIN ECOLOGIC CONNECT RESPECT PROTECT
Serial Number:	77463699	PROGRESSION IS INEVITABLE

CORRESPONDENCE DATA

Fax Number: (703)415-1557
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 703-415-1555
Email: mail@specializedpatent.com
Correspondent Name: Christopher E. Kondracki
Address Line 1: 1501 Wilson Boulevard
Address Line 2: Suite 510
Address Line 4: Arlington, VIRGINIA 22209

ATTORNEY DOCKET NUMBER:	9120808
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	12/30/2009

Total Attachments: 20
source=Powdr#page1.tif
source=Powdr#page2.tif
source=Powdr#page3.tif
source=Powdr#page4.tif
source=Powdr#page5.tif
source=Powdr#page6.tif
source=Powdr#page7.tif
source=Powdr#page8.tif
source=Powdr#page9.tif
source=Powdr#page10.tif
source=Powdr#page11.tif
source=Powdr#page12.tif
source=Powdr#page13.tif
source=Powdr#page14.tif
source=Powdr#page15.tif
source=Powdr#page16.tif
source=Powdr#page17.tif
source=Powdr#page18.tif

source=Powdr#page19.tif

source=Powdr#page20.tif

JOINDER, FIRST AMENDMENT AND CONFIRMATION OF
MASTER AMENDED AND RESTATED INTELLECTUAL PROPERTY COLLATERAL
SECURITY AND PLEDGE AGREEMENT

This JOINDER, FIRST AMENDMENT AND CONFIRMATION OF MASTER AMENDED AND RESTATED INTELLECTUAL PROPERTY COLLATERAL SECURITY AND PLEDGE AGREEMENT (this "Joinder") is made as of December 18, 2009, by and among:

GREATER PARK CITY COMPANY, a Utah corporation, **ALPINE MEADOWS SKI CORPORATION**, a California corporation, **BOREAL RIDGE CORPORATION**, a California corporation, **MT. BACHELOR, INC.**, an Oregon corporation, **MTB KILLINGTON, LLC**, a Delaware limited liability company, **AMSC KILLINGTON, LLC**, a Delaware limited liability company, and **SP II RESORT LLC**, a Delaware limited liability company ("SP II") (individually, an "Existing Assignor" and collectively, the "Existing Assignors");

POWDR – COPPER MOUNTAIN LLC, a Delaware limited liability company (the "New Assignor", and together with the Existing Assignors, individually, an "Assignor", and collectively, the "Assignors"); and

BANK OF AMERICA, N.A., a national banking association, as Collateral Agent (in such capacity, the "Collateral Agent") for itself and the other Secured Parties (as defined in the Security Agreement referred to below),

in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

WITNESSETH:

A. Reference is made to that certain Fifth Amended and Restated Revolving Credit and Term Loan Agreement dated as of December 18, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by, among others, (i) Powdr Corp. ("Powdr"), Greater Park City Company, Alpine Meadows Ski Corporation, Boreal Ridge Corporation, Mt. Bachelor, Inc., MTB Killington, LLC, AMSC Killington, LLC, Killington/Pico Ski Resort Partners, LLC, and Powdr – Copper Mountain LLC (together with such other Persons as may hereafter become Borrowers in accordance with the terms of the Credit Agreement, individually, a "Borrower" and collectively, the "Borrowers"), (ii) the Lenders party thereto, (iii) Bank of America, N.A., as Agent (the "Agent") for itself and the other Lenders party thereto, and (iv) Bank of America, N.A., as Issuing Bank.

B. Reference is further made to (i) that certain Master Amended and Restated Security Agreement dated as of May 10, 2007 (as amended, restated, supplemented or otherwise

modified from time to time, the "Security Agreement") by and among the Grantors named therein (the "Existing Grantors", and together with Parleys Recreation Partners, L.L.C., a Utah limited liability company ("Parleys"), the New Assignor, Powdr – Copper Marketing, LLC, Powdr – Copper Properties LLC, Powdr – Copper Participation LLC and Powdr – Copper Wheeler LLC, individually, a "Grantor", and collectively, the "Grantors"), and the Collateral Agent, for itself and the other Secured Parties, to which (A) Parleys joined as a Grantor thereunder pursuant to that certain Master Joinder Agreement dated as of July 10, 2009 by and between Parleys and the Agent, and (B) the New Assignor, Powdr – Copper Marketing, LLC, Powdr – Copper Properties LLC, Powdr – Copper Participation LLC and Powdr – Copper Wheeler LLC (collectively, the "Copper Entities") joined as Grantors thereunder pursuant to that certain Joinder, First Amendment and Confirmation of Master Amended and Restated Security Agreement dated as of December 18, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Copper Security Agreement Joinder") by and among the Grantors and the Collateral Agent, and (ii) that certain Master Amended and Restated Intellectual Property Collateral Security and Pledge Agreement dated as of May 10, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Master IP Agreement") by and among the Existing Assignors and the Collateral Agent. Capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement or the Master IP Agreement, as applicable.

C. The Borrowers have advised the Collateral Agent that Powdr has formed the New Assignor as a wholly-owned subsidiary of Powdr. Pursuant to Sections 6.2 and 9.17 of the Credit Agreement, the Borrowers are required to cause the New Assignor to join in the execution of, and become a party to, the Master IP Agreement.

D. In connection therewith, the parties to the Master IP Agreement desire to make certain amendments to the Master IP Agreement.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Joinder. Effective as of the date of this Joinder, the New Assignor hereby acknowledges that the New Assignor has received and reviewed a copy of the Master IP Agreement, has had the benefit of independent counsel of the New Assignor's selection in connection with the review thereof, and hereby:
 - (a) joins in the execution of, and becomes a party to, the Master IP Agreement as an Assignor thereunder, as indicated with its signature below;
 - (b) agrees that the New Assignor shall, for all purposes, be deemed an "Assignor", jointly and severally with all other Assignors under the Master IP Agreement;

- (c) covenants and agrees to be bound by all covenants, agreements, liabilities and acknowledgments of an Assignor under the Master IP Agreement as of the date hereof, in each case, with the same force and effect as if the New Assignor was a signatory to the Master IP Agreement and was expressly named as an Assignor therein;
- (d) makes all representations, warranties and other statements of an Assignor under the Master IP Agreement, as of the date hereof, in each case, with the same force and effect as if the New Assignor was a signatory to the Master IP Agreement and was expressly named as an Assignor therein, provided that to the extent any such representations, warranties and other statements specifically refer to an earlier date, the New Assignor shall be deemed to have made such representations, warranties and other statements as of the date hereof rather than as of such earlier date; and
- (e) assumes and agrees to perform all applicable duties and obligations of the Existing Assignors under the Master IP Agreement.

2. Grant of Security Interest.

- (a) As collateral security for the payment and performance in full of all of the Secured Obligations, the New Assignor hereby unconditionally grants to the Collateral Agent, for the benefit of itself and the other Secured Parties, a continuing security interest in and first priority lien on the New Assignor's property of the type constituting Pledged IP (as defined in the Master IP Agreement). In addition, the New Assignor has executed in blank and delivered to the Collateral Agent an assignment of trademarks and service marks, together with the United States registrations and registration applications thereof (in substantially the form of Exhibit A hereto) (the "Assignment of Marks"). The New Assignor hereby authorizes the Collateral Agent to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Collateral Agent's remedies under the IP Agreement and the Security Agreement.
- (b) In addition to, and not by way of limitation of, the grant of the Pledged IP provided in §2(a) hereof, the New Assignor grants, assigns, transfers, conveys and sets over to the Collateral Agent, for the benefit of itself and the other Secured Parties, the New Assignor's entire right, title and interest in and to the Pledged IP; provided that such grant, assignment, transfer and conveyance shall be exercisable only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Collateral Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Collateral Agent) upon an Event of Default for

which acceleration of the Loans is automatic under the Credit Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement and applicable Law (including, without limitation, the transfer or other disposition of the Collateral by such Assignor to the Collateral Agent or its nominee in lieu of foreclosure).

- (c) The New Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices (including, without limitation, the PTO), such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Collateral Agent may reasonably request or as may be reasonably necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of the Master IP Agreement, or to assure and confirm to the Collateral Agent the grant, perfection and priority of the Collateral Agent's security interest in the Pledged IP, and the New Assignor hereby appoints the Collateral Agent as its attorney-in-fact (such appointment being coupled with an interest and therefore irrevocable until the termination of the Master IP Agreement) to execute and file all such writings for the foregoing purposes, all such acts of such attorney being hereby ratified and confirmed; provided, however, that the Collateral Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

3. Amendments to Master IP Agreement. The Master IP Agreement is hereby amended as follows:

- (a) Schedule A to the Master IP Agreement is hereby deleted in its entirety and the form of Schedule A annexed hereto as Exhibit B is substituted in its stead.
- (b) Any and all references in the Master IP Agreement to the "Credit Agreement" shall hereafter be deemed to mean and refer to the Fifth Amended and Restated Revolving Credit and Term Loan Agreement dated as of December 18, 2009, by, among others, (i) Powdr Corp., a Delaware corporation, Greater Park City Company, a Utah corporation, Alpine Meadows Ski Corporation, a California corporation, Boreal Ridge Corporation, a California corporation, Mt. Bachelor, Inc., an Oregon corporation, MTB Killington, LLC, a Delaware limited liability company, AMSC Killington, LLC, a Delaware limited liability company, Killington/Pico Ski Resort Partners, LLC, a Delaware limited liability company, Powdr – Copper Mountain LLC, a Delaware limited liability company, and the other Persons that may thereafter become Borrowers pursuant to the terms thereof, (ii) the Lenders party thereto from time to time, and (iii) Bank of America, N.A., as administrative agent and collateral agent for the benefit of itself

and the other Lenders party thereto from time to time (as amended, restated, supplemented or otherwise modified from time to time).

4. Master IP Agreement Remains in Full Force and Effect; Ratification. Except as specifically amended by this Joinder, all of the terms and conditions of the Master IP Agreement (including, without limitation, the provisions of Section 2(e) thereof) shall remain in full force and effect as in effect prior to the date hereof, without releasing any Assignor or any other Person thereunder or Collateral therefor. Each of the Assignors hereby ratifies and confirms each of the terms and conditions of the Master IP Agreement (as specifically amended by this Joinder). Without limiting the foregoing, the Assignors hereby (i) ratify, confirm, and reaffirm all representations, warranties, and covenants contained therein and acknowledge and agree that the Obligations are, and continue to be, secured by the Pledged IP granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Master IP Agreement, and (ii) acknowledge and agree that the Assignors are jointly and severally liable to the Collateral Agent and the other Secured Parties for the payment and performance of the Secured Obligations. The Assignors further acknowledge and agree that the Assignors do not have any knowledge of any offsets, defenses, or counterclaims against the Collateral Agent or the other Secured Parties thereunder.
5. Miscellaneous.
 - (a) This Joinder may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument.
 - (b) This Joinder expresses the entire understanding of the parties with respect to the transactions contemplated hereby. No prior negotiations or discussions shall limit, modify, or otherwise affect the provisions hereof.
 - (c) This Joinder shall constitute a Loan Document for all purposes.
 - (d) Any determination that any provision of this Joinder or any application hereof is invalid, illegal or unenforceable in any respect and in any instance shall not affect the validity, legality, or enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provisions of this Joinder.
 - (e) Each Assignor warrants and represents that such Assignor is not relying on any representations or warranties of the Collateral Agent or any other Secured Party or their counsel in entering into this Joinder.
 - (f) THIS JOINDER AND, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED THEREIN, EACH OF THE OTHER LOAN DOCUMENTS ARE CONTRACTS UNDER THE LAWS OF THE COMMONWEALTH OF

MASSACHUSETTS AND SHALL FOR ALL PURPOSES BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF SAID COMMONWEALTH OF MASSACHUSETTS (EXCLUDING THE LAWS APPLICABLE TO CONFLICTS OR CHOICE OF LAW). EACH ASSIGNOR AGREES THAT ANY SUIT FOR THE ENFORCEMENT OF THIS JOINDER OR ANY OF THE OTHER LOAN DOCUMENTS MAY BE BROUGHT IN THE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS OR ANY FEDERAL COURT SITTING THEREIN AND CONSENT TO THE NONEXCLUSIVE JURISDICTION OF SUCH COURT AND SERVICE OF PROCESS IN ANY SUCH SUIT BEING MADE UPON SUCH ASSIGNOR BY MAIL AT THE ADDRESS SPECIFIED FOR POWDR IN §20 OF THE CREDIT AGREEMENT, OR WITH RESPECT TO SP II, IN ACCORDANCE WITH THE SIDE LETTER AGREEMENT. EACH ASSIGNOR HEREBY WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH SUIT OR ANY SUCH COURT OR THAT SUCH SUIT IS BROUGHT IN AN INCONVENIENT COURT.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the undersigned has caused this Joinder to be duly executed and delivered by a duly authorized manager or member thereof as of the date above first written.

ASSIGNORS:

GREATER PARK CITY COMPANY,
a Utah corporation

By: 

John D. Cumming, Chairman and Chief
Executive Officer

ALPINE MEADOWS SKI CORPORATION,
a California corporation

By: 

John D. Cumming, Chairman, Chief
Executive Officer and President

BOREAL RIDGE CORPORATION,
a California corporation

By: 

John D. Cumming, Chairman and Chief
Executive Officer

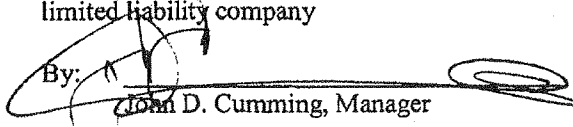
MT. BACHELOR, INC., an Oregon corporation

By: 

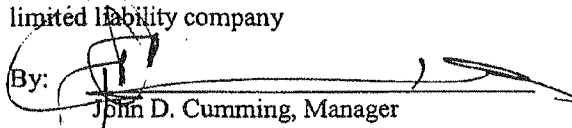
John D. Cumming, Chairman and Chief
Executive Officer

Signature Page to Joinder, First Amendment and Confirmation of
Master Amended and Restated Intellectual Property Collateral Security and Pledge Agreement

MTB KILLINGTON, LLC, a Delaware limited liability company

By: 
John D. Cumming, Manager

AMSC KILLINGTON, LLC, a Delaware limited liability company

By: 
John D. Cumming, Manager

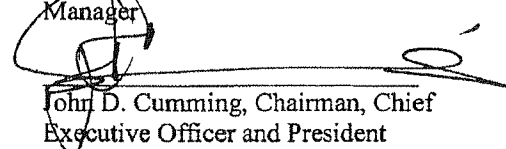
SP II RESORT LLC, a Delaware limited liability company

By: Ski Partners II LLC, a Delaware limited liability company
Its: Sole Member

By: _____
Name: _____
Title: _____

POWDR - COPPER MOUNTAIN LLC, a Delaware limited liability company

By: Powdr Corp., a Delaware corporation
Its: Manager

By: 
John D. Cumming, Chairman, Chief Executive Officer and President

Signature Page to Joinder, First Amendment and Confirmation of
Master Amended and Restated Intellectual Property Collateral Security and Pledge Agreement

MTB KILLINGTON, LLC, a Delaware
limited liability company

By: _____
Name: _____
Title: _____

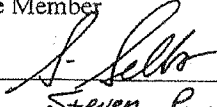
AMSC KILLINGTON, LLC, a Delaware
limited liability company

By: _____
Name: _____
Title: _____

SP II RESORT LLC, a Delaware limited liability
company

By: Ski Partners II LLC, a Delaware limited
liability company

Its: Sole Member

By: 
Name: Steven P. Selbo
Title: President

POWDR - COPPER MOUNTAIN LLC, a
Delaware limited liability company

By: Powdr Corp., a Delaware corporation
Its: Manager

By: _____
Name: _____
Title: _____

Signature Page to Joinder, First Amendment and Confirmation of
Master Amended and Restated Intellectual Property Collateral Security and Pledge Agreement

COLLATERAL AGENT:

BANK OF AMERICA, N.A.

By: 

Name: Angelo M. Martorana

Title: Assistant Vice President

Signature Page to Joinder, First Amendment and Confirmation of
Master Amended and Restated Intellectual Property Collateral Security and Pledge Agreement

EXHIBIT A

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

WHEREAS, [Assignor], a [_____] organized and existing under the laws of the [State of _____], having a place of business at _____, (the "Assignor"), has adopted and used and is using the trademarks and service marks identified on the Annex hereto (the "Marks"), and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, _____, a _____ organized and existing under the laws of the State of _____ having a place of business at _____ (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (a) the registrations of and registration applications for the Marks, (b) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (this "Assignment of Marks") is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Marks below.

[signature pages follow]

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this Assignment of Marks, as an instrument under seal, on this ____ day of _____, _____.

[ASSIGNOR]

By: _____
Name:
Title:

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the ____ day of _____, _____.

[ASSIGNEE]

By: _____
Name:
Title:

COMMONWEALTH OR STATE OF _____)

COUNTY OF _____)

On this the ____ day of _____, 20__, before me appeared _____ the person who signed this instrument, who acknowledged that he/she is the _____ of [Assignor] and that being duly authorized he/she signed such instrument as a free act on behalf of said [_____].

Notary Public
My commission expires:

COMMONWEALTH OR STATE OF _____)

COUNTY OF _____)

On this the _____ day of _____, 20____, before me appeared _____ the person who signed this instrument, who acknowledged that he/she is the _____ of [Assignee] and that being duly authorized he/she signed such instrument as a free act on behalf of said [_____].

Notary Public
My commission expires:

ANNEX

Registrations -- United States Patent and Trademark Office

Record Owner	Trademark or Service Mark	Registration No.	Registration Date

[List chronologically in ascending numerical order]

Pending Applications -- United States Patent and Trademark Office

Record Owner	Trademark or Service Mark	Serial No.	Filing Date

[List chronologically in ascending numerical order]

EXHIBIT B
to Joinder, First Amendment and Confirmation of Master Amended and Restated
Intellectual Property Collateral Security and Pledge Agreement

SCHEDULE A

Federal Trademark Registrations

Record Owner	Trademark	Registration No.	Registration Date
MTB Killington, LLC, AMSC Killington, LLC and SP II Resort LLC, as tenants in common	KILLINGTON VERMONT	1735355	11/24/92
Greater Park City Company	AMERICA'S OPENING	1802123	11/02/93
Greater Park City Company	PARK CITY SKI AREA	1803462	11/09/93
Greater Park City Company	PARK CITY SKI AREA	1804854	11/16/93
Greater Park City Company	THE HEART OF AMERICAN SKIING	1888944	04/11/95
Greater Park City Company	PARK CITY MOUNTAIN RESORT	2257774	06/29/99
Greater Park City Company	PARK CITY MOUNTAIN RESORT	2259883	07/06/99
Greater Park City Company	PARK CITY MOUNTAIN RESERVATIONS	2265479	07/27/99
Greater Park City Company	PARK CITY MOUNTAIN RESORT	2290449	11/02/99
Greater Park City Company	PARK CITY MOUNTAIN RESORT	2361928	06/27/00
Greater Park City Company	PARK CITY MOUNTAIN RESORT	2391856	10/03/00
Greater Park City Company	PARK CITY MOUNTAIN RESORT	2415258	12/26/00
Mt. Bachelor, Inc.	PINNACLES	2490400	09/18/01
Mt. Bachelor, Inc.	MT. BACHELOR	2519574	12/18/01
Greater Park City Company	(Design Only)	2579369	06/11/02
Greater Park City Company	(Design Only)	2590265	07/09/02
Greater Park City Company	FAST TRACKS	2920489	01/25/05
Boreal Ridge Corporation	BOREAL	3082430	04/18/06
Alpine Sierra Ventures LLC	ALPINE MEADOWS	3089882	05/09/06
MTB Killington, LLC, AMSC Killington, LLC and SP II Resort LLC, as tenants in common	K	3114310	07/11/06
Boreal Ridge Corporation	IRIDE	3132614	08/22/06
Boreal Ridge Corporation	SODA SPRINGS	3161849	10/24/06
MTB Killington, LLC, AMSC Killington, LLC and SP II Resort LLC, as tenants in common	KILLINGTON VERMONT	3164176	10/24/06
Alpine Sierra Ventures LLC	AM	3177005	11/28/06

MTB Killington, LLC, AMSC Killington, LLC and SP II Resort LLC, as tenants in common	RISE ABOVE	3186077	12/19/06
Greater Park City Company	SIGNATURE RUN	3188585	12/26/06
Greater Park City Company	KIDS SIGNATURE	3609130	04/21/09
Greater Park City Company	ADVENTURE AT EVERY TURN	3610047	04/21/09
Mt. Bachelor, Inc.	SUN LOGO	3569691	02/03/09
Powdr – Copper Mountain LLC	C COPPER & Related Design	2033069	01/21/97
Powdr – Copper Mountain LLC	BEELINE ADVANTAGE	2580285	06/11/02
Powdr – Copper Mountain LLC	CAMP HALE COFFEE COMPANY	2696147	03/11/03
Powdr – Copper Mountain LLC	CATALYST	3065912	03/07/06
Powdr – Copper Mountain LLC	COPPER CLOTHING CO.	2882083	09/07/04
Powdr – Copper Mountain LLC	COPPER COMMONS	2338217	04/04/00
Powdr – Copper Mountain LLC	COPPER CREEK	2616142	09/12/78
Powdr – Copper Mountain LLC	COPPER MOUNTAIN	1102372	09/12/78
Powdr – Copper Mountain LLC	COPPER MOUNTAIN	2327560	03/14/00
Powdr – Copper Mountain LLC	COPPER STATION	2556480	04/02/02
Powdr – Copper Mountain LLC	ENDO'S ADRENALINE CAFE	2586354	06/25/02
Powdr – Copper Mountain LLC	JILL'S UMBRELLA BAR & Design	3309724	10/09/07
Powdr – Copper Mountain LLC	JILL'S UMBRELLA BAR	3304557	10/02/07
Powdr – Copper Mountain LLC	THE LEWIS RANCH AT COPPER	2809085	01/27/04
Powdr – Copper Mountain LLC	WHERE THE SKIERS SKI	2033068	01/21/97

Utah State Trademark Registrations

Record Owner	Trademark	Serial No.	Reg. Date
Greater Park City Company	PARK CITY SKI AREA and design	20801685	01/07/82

Colorado State Trademark Registrations

Record Owner	Trademark	Serial No.	Reg. Date
Powdr – Copper Mountain LLC	JJ'S ROCKY MOUNTAIN TAVERN	20021072452	03/21/02
Powdr – Copper Mountain LLC	JJ'S ROCKY MOUNTAIN TAVERN & Design	20021072466	03/21/02
Powdr – Copper Mountain LLC	THE SWIVEL	20021072458	03/21/02

Federal Trademark Applications

Record Owner	Trademark	Serial No.	Filing Date
Greater Park City Company	PARK CITY MOUNTAIN RESORT PROPERTIES	77/762966	06/18/09
Powdr – Copper Mountain LLC	ECOLOGIC & Related Design	77/169920	05/01/07
Powdr – Copper Mountain LLC	COPPER MOUNTAIN ECOLOGIC & Related Design	77/618878	11/20/08
Powdr – Copper Mountain LLC	PROGRESSION IS INEVITABLE	77/463699	05/01/08

Federal Patent Registrations

Record Owner	Trademark	Registration No.	Registration Date
MTB Killington, LLC, AMSC Killington, LLC and SP II Resort LLC, as tenants in common	Snow Gun	4,742,959	11/20/86

Licensed Trademark Rights
 (Trademark rights licensed to Copper Mountain, Inc. and
 To be assigned to Powdr – Copper Mountain LLC)

LICENSING AGREEMENT /LICENSEE	LICENSOR	REGISTRATION/ APPLICATION NUMBER	TRADEMARK
Retail Marketer Agreement, dated November 23, 2005 between Copper Mountain, Inc. and G&S Services Company To be assigned to Powdr – Copper Mountain LLC	G&S Services Company	N/A	Right to display G&S and ConocoPhillips trademarks and brands subject to stringent guidelines
Woodward Camps License Agreement, dated August 30, 2006, between Copper Mountain, Inc. and Woodward Camps, Inc. To be assigned to Powdr – Copper Mountain LLC	Copper Mountain, Inc. (CMI) and Woodward Camps, Inc. (WCI)	N/A	Each side grants to the other the right to use WOODWARD CAMPS and WOODWARD (and Design) in the case of WCI as licensor, and COPPER MOUNTAIN RESORT and C Copper (and Design) in the case of CMI as licensor, in connection with the agreement.
Chipotle Agreement for Sponsorship and Promotion of Woodward at Copper, dated June 19, 2009, between Copper Mountain, Inc. and Chipotle Mexican Grill, Inc. To be assigned to Powdr – Copper Mountain LLC	CMI and CMG	N/A	CMI may display CMG marks pursuant to terms of the agreement. CMI grants to CMG a non-exclusive, non-transferable, non-assignable, revocable license without right to grant sublicenses to

			use WOODWARD AT COPPER mark solely in connection with certain promotional items.
Undated Third Party Service Vendor Contract between Copper Mountain Resort and Blue River Anglers, Inc. To be assigned to Powdr – Copper Mountain LLC	Blue River Anglers (“BRA”)	N/A	Non-exclusive license to CMI to use BRA trademark in connection with the agreement.
2009 Disabled Sports USA Giant Slalom NorAm Race Event – License/Event Operations Agreement, dated September 30, 2009, between Copper Mountain, Inc. and Disabled Sports USA To be assigned to Powdr – Copper Mountain LLC	CMI and Disabled Sports USA (DSU)	N/A	Each side granted non- exclusive, non- transferable, non-assignable license to use DSU’s marks in the case of DSU as licensor and C COPPER MOUNTAIN (and Design) in case of CMI as licensor in connection with agreement.
Rookie Academy 2009-2010 License/Mountain Operations Agreement, dated May 1, 2009, between Copper Mountain, Inc. and Rookie Academy USA, Inc. To be assigned to Powdr – Copper Mountain LLC	CMI and Rookie Academy USA, Inc. (RA)	N/A	Reciprocal non- exclusive, revocable, non- transferable, non-assignable licenses to use other party’s name and associated logos (C COPPER (and Design) and COPPER MOUNTAIN RESPORT in the case of CMI as licensor) as

			set forth in agreement.
Limited License Agreement, dated September 14, 2009, between Copper Mountain, Inc. and Colorado Ski Country USA To be assigned to Powdr – Copper Mountain LLC	Colorado Ski Country USA (CSCU)	N/A	License to CMI to reproduce, manufacture, sell and distribute CSCU Shelton Map showing CSCU member resorts, and the names symbols and marks sent by Licensor and all copyrights associated therewith as set forth in agreement.
Master Internet Service Retail Agreement, dated August 1, 2008, between Copper Mountain, Inc. and Wayport, Inc. To be assigned to Powdr – Copper Mountain LLC	Copper Mountain, Inc. ("CMI")	N/A	CMI grants Wayport a non-exclusive, revocable, non-transferable, non assignable license to use C COPPER (and Design) mark as set forth in agreement.