

TO: GREGG SULTAN, SNELL & WILMER L.L.P. COMPANY: 600 ANTON BOULEVARD

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

07/11/2011
900196722

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
POWDR CORP.		07/01/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	100 Federal Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Banking Association: United States

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	85290250	HANGR TAHOE
Serial Number:	85290272	THE HANGAR
Serial Number:	85290229	THE HANGR

CORRESPONDENCE DATA

Fax Number: (714)427-7799
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 714-427-7000
 Email: cneu@swlaw.com
 Correspondent Name: Gregg Sultan, SNELL & WILMER L.L.P.
 Address Line 1: 600 Anton Boulevard
 Address Line 2: Suite 1400
 Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	37173-0045
NAME OF SUBMITTER:	Gregg Sultan

CHI \$90.00 | 85290250

TO:GREGG SULTAN, SNELL & WILMER L.L.P. COMPANY:600 ANTON BOULEVARD

Signature:	/Gregg Sultan/
Date:	07/11/2011
Total Attachments: 6 source=Powdr Security Interest Trademarks#page1.tif source=Powdr Security Interest Trademarks#page2.tif source=Powdr Security Interest Trademarks#page3.tif source=Powdr Security Interest Trademarks#page4.tif source=Powdr Security Interest Trademarks#page5.tif source=Powdr Security Interest Trademarks#page6.tif	

TO: GREGG SULTAN, SNELL & WILMER L.L.P. COMPANY: 600 ANTON BOULEVARD

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

July 1, 2011

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, each of the undersigned (individually, a "Grantor", and collectively, the "Grantors"), hereby grants to BANK OF AMERICA, N.A., as collateral agent for itself and the other Secured Parties (as defined in the Master IP Agreement referred to below) (in such capacity, the "Grantee"), a continuing security interest in (i) all of such Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantors, as such term is defined in the 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 (including pursuant to the First Amendment and the Second Amendment referred to below), the "Master IP Agreement") by, among others, Greater Park City Company, a Utah corporation, and certain of its affiliates and the Assignee, to which (i) Powdr - Copper Mountain LLC, a Delaware limited liability company ("Powdr - Copper"), joined as an Assignor pursuant to that certain Joinder, First Amendment and Confirmation of Intellectual Property Collateral Security and Pledge Agreement (the "First Amendment") among the Assignors party thereto and the Grantee, and (ii) Powdr - Woodward PA LLC, a Delaware limited liability company, joined as an Assignor pursuant to that certain Joinder, Second Amendment and Confirmation of Intellectual Property

USPTO

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Collateral Security and Pledge Agreement (the "Second Amendment") among the Grantors and the other Assignors party thereto and the Grantee.

The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Master IP Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Master IP Agreement, the provisions of the Master IP Agreement shall govern.

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TO:GREGG SULTAN, SNELL & WILMER L.L.P. COMPANY:600 ANTON BOULEVARD

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date above first written.

POWDR CORP., a Delaware corporation, as a Grantor

By: 

Name: John D. Cumming

Title: Chairman, Chief Executive Officer and President

GREATER PARK CITY COMPANY, a Utah corporation, as a Grantor

By: 

Name: John D. Cumming

Title: Chairman and Chief Executive Officer

POWDR - WOODWARD PA LLC, a Delaware limited liability company, as Grantor

By: 

Manager

By: 

Name: John D. Cumming

Title: Chairman, Chief Executive Officer and President

Signature Page to Grant of Security Interest in United States Trademarks

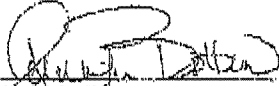
TRADEMARK

REEL: 004583 FRAME: 0620

TO: GREGG SULTAN, SNELL & WILMER L.L.P. COMPANY: 600 ANTON BOULEVARD

POWDR - COPPER MOUNTAIN LLC, a
Delaware limited liability company, as Grantor

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

By: 
Name: Jennifer Better
Title: Senior Vice President and Chief Financial
Officer

Signature Page to Grant of Security Interest in United States Trademarks

TO:GREGG SULTAN, SNELL & WILMER L.L.P. COMPANY:600 ANTON BOULEVARD

BANK OF AMERICA, N.A., as collateral agent, as
Grantee

By: 

Name: Angelo M. Martorana

Title: Assistant Vice President

Signature Page to Grant of Security Interest in United States Trademarks

TRADEMARK
REEL: 004583 FRAME: 0622

TO: GREGG SULTAN, SNELL & WILMER L.L.P. COMPANY: 600 ANTON BOULEVARD

SCHEDULE AU.S. TRADEMARKS REGISTERED

MARK	OWNER	REGISTRATION NUMBER	REGISTRATION DATE
AM BUSH WOODWARD & design	Powdr - Woodward PA LLC	3,933,147	3-22-2011
CAMP WOODWARD	Powdr - Woodward PA LLC	2,677,663	1-21-2003
CLOUD 9	Powdr - Woodward PA LLC	3,957,944	5-10-2011
COLONY OF SUMMER	Powdr - Woodward PA LLC	3,974,706	6-7-2011
SNOWMAMAS	Greater Park City Company	3,855,946	10-5-2010
WOODWARD & design	Powdr - Woodward PA LLC	2,522,557	12-25-2001
WOODWARD BEIJING & design	Powdr - Woodward PA LLC	3,756,398	3-9-2010
WOODWARD CAMP	Powdr - Woodward PA LLC	3,753,517	3-2-2010
WOODWARD CAMP	Powdr - Woodward PA LLC	3,947,997	4-19-2011
WOODWARD SURF CAMP & design	Powdr - Woodward PA LLC	3,933,148	3-22-2011

U.S. TRADEMARKS APPLICATIONS

MARK	OWNER	SERIAL NUMBER	FILING DATE
HANGR TAHOE	Powdr Corp.	85/290,250	4-8-2011
LOT 8	Powdr - Woodward PA LLC	85/198,141	12-16-2010
SKY CHUTES COFFEEHOUSE & design	Powdr - Copper Mountain LLC	85/166,286	11-1-2010
THE CAGE	Powdr - Woodward PA LLC	85/298,744	4-19-2011
THE HANGAR	Powdr Corp.	85/290,272	4-8-2011
THE HANGR	Powdr Corp.	85/290,229	4-8-2011
WOODWARD RAMPS & RAILS	Powdr - Woodward PA LLC	85/305,645	4-27-2011

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Schedule A to Grant of Security Interest in United States Trademarks