## :H \$2065.00 5309

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM642943

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Boyne USA, Inc.		04/26/2021	Corporation: MICHIGAN
Big Sky Resort, LLC		04/26/2021	Limited Liability Company: MICHIGAN
Ski Lifts, Inc.		04/26/2021	Corporation: WASHINGTON
Sunday River Skiway Corporation		04/26/2021	Corporation: MAINE
Loon Mountain Recreation Corporation		04/26/2021	Corporation: NEW HAMPSHIRE
Sugarloaf Mountain Corporation		04/26/2021	Corporation: MAINE
Boyne Mountain Management, L.L.C.		04/26/2021	Limited Liability Company: DELAWARE
Boyne Mountain Recreation, L.L.C.		04/26/2021	Limited Liability Company: DELAWARE
The Mountain Grand Lodge & Spa, L.L.C.		04/26/2021	Limited Liability Company: MICHIGAN
Brighton Resort, LLC		04/26/2021	Limited Liability Company: MICHIGAN

### **RECEIVING PARTY DATA**

Name:	Wells Fargo Bank, National Association, as Administrative Agent
Street Address:	1700 N. Lincoln St., 3rd Floor, MAC C7300-033
City:	Denver
State/Country:	COLORADO
Postal Code:	80203
Entity Type:	National Banking Association: UNITED STATES

### **PROPERTY NUMBERS Total: 82**

Property Type	Number	Word Mark
Registration Number:	5309362	GATLINBURG SKY LIFT
Registration Number:	5169687	INN AT BAY HARBOR
Registration Number:	5288724	INN AT BAY HARBOR
Registration Number:	6024385	GATLINBURG SKYPARK
Registration Number:	4678805	BIGGEST SKIING IN AMERICA

900613017 REEL: 007273 FRAME: 0890

**TRADEMARK** 

Property Type	Number	Word Mark
Registration Number:	4678806	BIGGEST SKIING IN AMERICA
Registration Number:	4464812	NORTH AMERICAN WIFE CARRYING CHAMPIONSHI
Registration Number:	5354512	SUNDAY RIVER REAL ESTATE
Registration Number:	3487126	BOYNE WHAT ARE YOU UP FOR?
Registration Number:	3368724	WHAT ARE YOU UP FOR?
Registration Number:	3182130	AMERICA'S BIGGEST SKIING
Registration Number:	3182131	BIGGEST SKIING IN AMERICA
Registration Number:	3188970	SUNDAY RIVER
Registration Number:	3188971	
Registration Number:	2930334	BIG S
Registration Number:	2915942	JUST AROUND THE CORNERA MILLION MILES
Registration Number:	2967767	LOON
Registration Number:	2938659	LOON
Registration Number:	2853000	LOON
Registration Number:	2853001	LOON
Registration Number:	2853002	
Registration Number:	2763724	SUNDAY RIVER
Registration Number:	4918019	FIND YOUR HAPPY PLACE
Registration Number:	4873822	SOMEDAY BIGGER
Registration Number:	2439724	BIG SKY RESORT
Registration Number:	2055536	BIG SKY CENTRAL RESERVATIONS
Registration Number:	2439726	BIG SKY MONTANA
Registration Number:	2439727	BIG SKY MONTANA
Registration Number:	1967517	SUPERQUAD
Registration Number:	4131706	BRACKETT BASIN
Registration Number:	5168614	DOWNHILL SUPPLY CO.
Registration Number:	4131701	KING OF SPRING
Registration Number:	4131703	
Registration Number:	4131705	
Registration Number:	5234817	SUGARLOAF MAINE DOWNHILL SUPPLY CO
Registration Number:	3419919	MOUNTAIN GRAND LODGE AND SPA
Registration Number:	3030039	AVALANCHE BAY
Registration Number:	3248032	AVALANCHE BAY
Registration Number:	3197453	AVALANCHE BAY
Registration Number:	3262277	AVALANCHE BAY INDOOR WATERPARK
Registration Number:	3213900	AVALANCHE BAY INDOOR WATERPARK
Registration Number:	3121686	AVALANCHE BAY INDOOR WATERPARK
Registration Number:	3248153	FRITZ

Property Type	Number	Word Mark
Registration Number:	3395836	
Registration Number:	6204103	BOYNE MOUNTAIN
Registration Number:	6204091	BOYNE
Registration Number:	6204092	BOYNE RESORTS
Registration Number:	6214886	BOYNE COUNTRY SPORTS
Registration Number:	6204093	COUNTRY CLUB OF BOYNE
Registration Number:	6204094	BOYNE GOLF
Registration Number:	6204100	BOYNE GOLF ACADEMY
Registration Number:	6204090	BOYNE HIGHLANDS
Registration Number:	6076874	GATLINBURG SKYBRIDGE
Registration Number:	6127984	GATLINBURG SKYBRIDGE
Registration Number:	6204102	ALPENTAL
Registration Number:	6204101	ALPENTAL
Registration Number:	5726626	THREEDOM PASS
Registration Number:	6097543	SKIWORK
Serial Number:	90584223	MICHIGAN'S MAGNIFICENT TEN
Serial Number:	90584219	MICHIGAN'S MAGNIFICENT TEN BOYNE GOLF
Serial Number:	90587213	NEW ENGLAND PASS
Serial Number:	90465537	THE BARTLEY HOUSE
Serial Number:	90465542	ZOO BAR
Serial Number:	90465545	AONACH MOR
Serial Number:	88826199	MOUNTAIN GRAND LODGE AND SPA
Serial Number:	88826196	EDELWEISS LODGE
Serial Number:	88826151	BRIGHTON
Serial Number:	88826181	BRIGHTON
Serial Number:	90465539	VINTAGE CHOPHOUSE WINE BAR
Serial Number:	88826155	SUGARLOAF
Serial Number:	90585206	PERFECT TURN
Serial Number:	90585217	PERFECT TURN SUGARLOAF
Serial Number:	90585213	BR SUGARLOAF BOARD ROOM
Serial Number:	90585236	THE SUGARLOAFER SHOP
Serial Number:	90585232	SUGARLOAFER SHOP
Serial Number:	90585241	SUGARLOAF MOUNTAIN HOTEL
Serial Number:	90618551	WIDOWMAKER
Serial Number:	90618557	WIDOWMAKER
Serial Number:	90618560	45 NORTH
Serial Number:	90585246	BURNT MOUNTAIN CAT SKIING
Serial Number:	90585248	BURNT MOUNTAIN CAT SKIING

Property Type	Number	Word Mark
Serial Number:	88826173	THE SUMMIT AT SNOQUALMIE

### CORRESPONDENCE DATA

**Fax Number:** 2134432926

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 213-617-5493

**Email:** jcravitz@sheppardmullin.com

Correspondent Name: SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

Address Line 1: 333 S. HOPE ST., 43RD FLOOR

Address Line 2: ATTN: J. CRAVITZ

Address Line 4: LOS ANGELES, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	0794-277808
NAME OF SUBMITTER:	Julie Cravitz
SIGNATURE:	/julie cravitz/
DATE SIGNED:	04/28/2021

### **Total Attachments: 15**

source=Boyne USA, et al - A&R Trademark Security Agreement#page1.tif source=Boyne USA, et al - A&R Trademark Security Agreement#page2.tif source=Boyne USA, et al - A&R Trademark Security Agreement#page3.tif source=Boyne USA, et al - A&R Trademark Security Agreement#page4.tif source=Boyne USA, et al - A&R Trademark Security Agreement#page5.tif source=Boyne USA, et al - A&R Trademark Security Agreement#page6.tif source=Boyne USA, et al - A&R Trademark Security Agreement#page7.tif source=Boyne USA, et al - A&R Trademark Security Agreement#page8.tif source=Boyne USA, et al - A&R Trademark Security Agreement#page9.tif source=Boyne USA, et al - A&R Trademark Security Agreement#page10.tif source=Boyne USA, et al - A&R Trademark Security Agreement#page11.tif source=Boyne USA, et al - A&R Trademark Security Agreement#page12.tif source=Boyne USA, et al - A&R Trademark Security Agreement#page13.tif source=Boyne USA, et al - A&R Trademark Security Agreement#page13.tif source=Boyne USA, et al - A&R Trademark Security Agreement#page14.tif source=Boyne USA, et al - A&R Trademark Security Agreement#page14.tif source=Boyne USA, et al - A&R Trademark Security Agreement#page15.tif

### AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of April 26, 2021 (this "Trademark Security Agreement"), by and among BOYNE USA, INC., a Michigan corporation (the "Borrower"), certain Subsidiaries of the Borrower as identified on the signature pages hereto (such Subsidiaries, collectively with the Borrower, the "Grantors") and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Wells Fargo Bank"), as Administrative Agent (as defined below) for the benefit of the Secured Parties.

Reference is made to (a) the Amended and Restated Credit Agreement dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, the Lenders and Issuing Lenders from time to time party thereto (collectively, the "Lenders") and Wells Fargo Bank, as administrative agent for the Lenders (the "Administrative Agent"), which Credit Agreement amends, restates, supersedes, and replaces in its entirety the Credit Agreement dated as of May 7, 2018, as amended, supplemented or otherwise modified from time to time up to the First Restatement Effective Date, by and between the Borrower, the lenders party thereto, and Wells Fargo Bank, National Association, in its separate capacities as administrative agent and as letter of credit issuer and swingline lender, and (b) the Amended and Restated Collateral Agreement dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), by and among the Borrower, the other Grantors from time to time party thereto and Wells Fargo Bank, as Administrative Agent for the benefit of the Secured Parties, which Collateral Agreement amends, restates, supersedes and replaces in its entirety that First Lien Collateral Agreement dated May 7, 2018, as amended, supplemented or otherwise modified up to the First Restatement Effective Date, executed by the Grantors party thereto in favor of Administrative Agent for the benefit of the Secured Parties. The Lenders and the Issuing Lenders have agreed to maintain and extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Lenders to maintain and extend such credit are conditioned upon, among other things, the execution and delivery of this Trademark Security Agreement, which amends and restates the First Lien Trademark Security Agreement dated May 7, 2018, as amended, supplemented or otherwise modified up to the First Restatement Effective Date, by and among the Grantors party thereto and Wells Fargo Bank, as Administrative Agent. The Grantors party hereto (other than the Borrower) are Subsidiaries of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Trademark Security Agreement in order to induce the Lenders and the Issuing Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Defined Terms</u>. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.2 (except Section 1.2(g)) of the Credit Agreement also apply to this Trademark Security Agreement, mutatis mutandis.

SMRH:4814-1095-8822.5

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment and performance in full of the Secured Obligations, each Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in the following assets now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time hereafter may acquire any right, title or interest (the "Trademark Collateral"):

- (a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, service marks, logos, other business identifiers, whether registered or unregistered, designs and general intangibles of like nature, all registrations and recordings thereof, and all applications in connection therewith (other than each application to register any trademark or service mark prior to the filing under Applicable Law of a verified statement of use for such trademark or service mark) anywhere in the world, including those listed in <u>Schedule I</u>, (ii) all extensions, divisionals and renewals of any of the foregoing, (iii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including damages or payments for past, present or future infringements of any of the foregoing, (iv) the right to sue for past, present or future infringements of any of the foregoing and (v) all rights corresponding to any of the foregoing (including the goodwill and all other assets, rights and interests that uniquely reflect or embody such goodwill) throughout the world;
- (b) all Trademark Licenses under which any Grantor is a licensee, including those referred to in Schedule I; and
  - (c) all Proceeds with respect to any of the foregoing.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto in separate counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") form shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

[Signature pages follow]

SMRH:4814-1095-8822.5

[Signature Page to Amended and Restated Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Trademark Security Agreement to be duly executed and delivered by their duly authorized officers as of the date first set forth above.

BOYNE USA, INC.

Name: Roland Andreasson

Title: Chief Financial Officer

BIG SKY RESORT, LLC

Name: Roland Andreasson

Title: Chief Financial Officer

SKI LIFTS, INC.

By: \_\_\_\_\_\_\_

Name: Roland Andreasson Title: Chief Financial Officer

SUNDAY RIVER SKIWAY CORPORATION

Name: Roland Andreasson

Title: Chief Financial Officer

LOON MOUNTAIN RECREATION CORPORATION

Name: Roland Andreasson

Title: Chief Financial Officer

### SUGARLOAF MOUNTAIN CORPORATION

By:

Name: Roland Andreasson Title: Chief Financial Officer

BOYNE MOUNTAIN MANAGEMENT, L.L.C.

By:

Name: Roland Andreasson Title: Chief Financial Officer

BOYNE MOUNTAIN RECREATION, L.L.C.

By:

Name: Roland Andreasson Title: Chief Financial Officer

THE MOUNTAIN GRAND LODGE & SPA, L.L.C.

By:

Name: Roland Andreasson Title: Chief Financial Officer

BRIGHTON RESORT, LLC

Name: Roland Andreasson

Title: Chief Financial Officer

### Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent

Ву: Д

Name: David S. Matter

Title:

Senior Vice President

[Signature Pages to Amended and Restated Trademark Security Agrzement]

### SCHEDULE I

# **Trademarks and Trademark Licenses**

## Trademarks (US Federal):

Trademark	Registration/Application Number	Owner	Filing Date	Registration Date
GATLINBURG SKY LIFT	Reg 5309362	BOYNE USA, INC.	App 15-SEP-2016	Reg 17-OCT-2017
GALLSER BIG SKYLIFY				
INN AT BAY HARBOR	Reg 5169687	BOYNE USA, INC.	App 20-APR-2016	Reg 28-MAR-2017
GATEANBURG SKY DECK				
INN AT BAY HARBOR INN <sub>O</sub> T BAY HAKBOR	Reg 5288724	BOYNE USA, INC.	App 20-APR-2016	Reg 19-SEP-2017
GATLINBURG SKY PARK	Reg 6024385	BOYNE USA, INC.	App 01-FEB-2016	Reg 31-MAR-2020
CATA DABONO SE V PARK				
BIGGEST SKIING IN AMERICA	Reg 4678805	BIG SKY RESORT, LLC	App 23-JUN-2014	Reg 27-JAN-2015
alcorest skupen of america)				
BIGGEST SKIING IN AMERICA	Reg 4678806	BIG SKY RESORT, LLC	App 23-JUN-2014	Reg 27-JAN-2015
SHOWER SKIDNI DE DAMERÇE.				
NORTH AMERICAN WIFE CARRYING	Reg 4464812	SUNDAY RIVER SKIWAY	App 09-NOV-2012	Reg 14-JAN-2014
CHAMPIONSHIP		CORPORATION		

Trademark	Registration/Application	Owner	Filing Date	Registration Date
SOMEDAY BIGGER	Reg 4873822	SUNDAY RIVER SKIWAY CORPORATION	App 13-MAY-2015	Reg 22-DEC-2015
BIG SKY RESORT	Reg 2439724	BIG SKY RESORT, LLC	App 15-JUL-1996	Reg 03-APR-2001
BIG SKY CENTRAL RESERVATIONS	Reg 2055536	BIG SKY RESORT, LLC	App 15-JUL-1996	Reg 22-APR-1997
BIG SKY MONTANA  BG SKY MONTANA	Reg 2439726	BIG SKY RESORT, LLC	App 15-JUL-1996	Reg 03-APR-2001
BIG SKY MONTANA	Reg 2439727	BIG SKY RESORT, LLC	App 15-JUL-1996	Reg 03-APR-2001
SUPERQUAD	Reg 1967517	SUGARLOAF MOUNTAIN CORPORATION	App 20-DEC-1994	Reg 09-APR-1996
BRACKETT BASIN	Reg 4131706	SUGARLOAF MOUNTAIN CORPORATION	App 23-AUG-2011	Reg 24-APR-2012
DOWNHILL SUPPLY CO.	Reg 5168614	SUGARLOAF MOUNTAIN CORPORATION	App 12-FEB-2016	Reg 21-MAR-2017
KING OF SPRING	Reg 4131701	SUGARLOAF MOUNTAIN CORPORATION	App 23-AUG-2011	Reg 24-APR-2012

Trademark	Registration/Application Number	Owner	Filing Date	Registration Date
Avalanche Bay				
AVALANCHE BAY INDOOR WATERPARK AND DESIGN Avalanche Bay	Reg 3213900	BOYNE MOUNTAIN RECREATION, L.L.C.	App 24-JUN-2004	Reg 27-FEB-2007
ATERPAR	Dac 2171606	DOWNE MOUNTAIN	VOOC INTIL VC V	D 22 11 11 2006
INDOOR WATERPARK AND DESIGN	NO0171000	RECREATION, L.L.C.	App 24-JON-2004	Neg 23-JOL-2000
AVAIGNCINE DAY				
FRITZ AND DESIGN	Reg 3248153	BOYNE MOUNTAIN RECREATION, L.L.C.	App 16-JUL-2004	Reg 29-MAY-2007
Design only	Reg 3395836	BOYNE MOUNTAIN RECREATION, L.L.C.	18-FEB-2005	11-MAR-2008

	Registration/Application			
SUGARLOAF BOARDROOM AND DESIGN	App 90585213	SUGARLOAF MOUNTAIN CORPORATION	17-MAR-2021	registration bare
SUGARLOAF SOARD ROOM				
THE SUGARLOAFER SHOP AND DESIGN  **** SUGARLOAFER SUGARLOAFER **** *******************************	App 90585236	SUGARLOAF MOUNTAIN CORPORATION	17-MAR-2021	
SUGARLOAFER SHOP	App 90585232	SUGARLOAF MOUNTAIN CORPORATION	17-MAR-2021	
SUGARLOAF MOUNTAIN HOTEL	App 90585241	SUGARLOAF MOUNTAIN CORPORATION	17-MAR-2021	
WIDOWMAKER	App 90618551	SUGARLOAF MOUNTAIN CORPORATION	17-MAR-2021	
WIDOWMAKER AND DESIGN	App 90618557	SUGARLOAF MOUNTAIN CORPORATION	17-MAR-2021	
WIDOWWAKER				

**RECORDED: 04/28/2021** 

THE SUMMIT AT App 88826173 SKI LIFTS, INC.	DESIGN	CAT SKIING AND MOUNTAIN	BURNT MOUNTAIN   App 90585248   SUGARLOAF	CORPORATION	CAT SKIING MOUNTAIN	BURNT MOUNTAIN App 90585246 SUGARLOAF	CORPORATION	MOUNTAIN	45 NORTH App 90618560 SUGARLOAF	Trademark Number Owner	Registration/Application
09-MAR-2020			17-MAR-2021			17-MAR-2021			17-MAR-2021	Filing Date	
										Registration Date	

Trademark Licenses: None.