

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM700870

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the CLP MOUNTAIN HIGH, LLC was incorrectly identified as a Delaware Corporation in the Assignment Cover Sheet previously recorded on Reel 006122 Frame 0043. Assignor(s) hereby confirms the Assignment document correctly identified CLP MOUNTAIN HIGH, LLC as a Delaware LLC.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CLP Mountain High TRS Corp		04/06/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	CLP Mountain High, LLC
Street Address:	9 West 57th Street, 40th Fl.
Internal Address:	c/o Och-Ziff Real Estate
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2810046	MOUNTAIN HIGH
Registration Number:	4218149	MOUNTAIN HIGH MH SOUTHERN CALIFORNIA'S C
Registration Number:	3941380	MH MOUNTAIN HIGH
Registration Number:	4115331	MOUNTAIN HIGH MH

CORRESPONDENCE DATA

Fax Number: 3128767934

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: 3142595816

Email: trademarks.us@dentons.com

Correspondent Name: Katie Krutzsch

Address Line 1: P.O. Box 1302

Address Line 4: Chicago, ILLINOIS 60604

NAME OF SUBMITTER:	Katie Krutzsch
SIGNATURE:	/katie krutzsch/
DATE SIGNED:	01/10/2022

Total Attachments: 7

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TRADEMARK ASSIGNMENT COVER SHEET

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ETAS ID: TM437838

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLP MOUNTAIN HIGH TRS CORP.		04/06/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CLP MOUNTAIN HIGH, LLC		
Street Address:	c/o Och-Ziff Real Estate		
Internal Address:	9 West 57th Street, 40th Fl.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2810046	MOUNTAIN HIGH	
Registration Number:	4218149	MOUNTAIN HIGH MH SOUTHERN CALIFORNIA'S C	
Registration Number:	3941380	MH MOUNTAIN HIGH	
Registration Number:	4115331	MOUNTAIN HIGH MH	
CORRESPONDENCE DATA			
Fax Number:	2125414630		
<i>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.</i>			
Phone:	2125412000		
Email:	tcrodriguez@bryancave.com		
Correspondent Name:	BRYAN CAVE LLP		
Address Line 1:	1290 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10104		
NAME OF SUBMITTER:	Teresa C. Rodriguez		
SIGNATURE:	/Teresa C. Rodriguez/		
DATE SIGNED:	08/03/2017		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective as of this 6th day of April, 2017, by and between CLP Mountain High TRS Corp., a corporation organized and existing under the laws of Delaware, and having a usual place of business at 450 South Orange Avenue, Orlando, Florida, 32801 ("Assignor") and CLP Mountain High, LLC, a limited liability company organized and existing under the laws of Delaware, and having a usual place of business at c/o Och-Ziff Real Estate, 9 West 57th Street, 40th Floor, New York, New York 10019 ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor and Ski Resort Holdings LLC, the owner, directly or indirectly, of 100% of Assignee, are parties to that certain Purchase and Sale Agreement, dated as of November 2, 2016 (as may be amended, supplemented or otherwise modified from time to time, the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Ski Resort Holdings LLC substantially all of the assets of Assignor, including the Marks and the goodwill of the business symbolized thereby;

WHEREAS, Ski Resort Holdings LLC has assigned its rights to acquire the Marks and the goodwill of the business symbolized thereby to Assignee;

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby;

WHEREAS, Assignor is conveying the Marks to Assignee as part of the transfer of all or substantially all of the assets of a going business; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith and all associated registrations therefor, together with the benefit of all use of the Marks), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any U.S. State, or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument. To the extent Assignor retains any right, title or interest in or to the Marks that cannot be assigned to Assignee pursuant to this Assignment, then Assignor hereby agrees to waive for all time any claims that Assignor may have concerning the Marks. Assignor shall make no further use of the Marks for its own benefit or the benefit of another, nor shall Assignor challenge Assignee's use of the Marks after the date of this Assignment.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

This Assignment will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns, subject to the conditions hereof.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: CLP Mountain High TRS
Corp.

Signature:



Name:

TRACEY BRACCO

Title:

VP

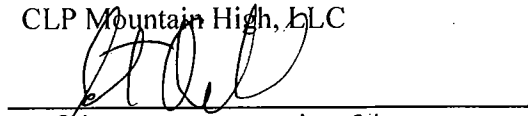
[Signatures continue on following page]

[Signature page to Trademark Assignment]

TRADEMARK
REEL: 007554 FRAME: 0545

ASSIGNEE: CLP Mountain High, LLC

Signature:



Name:

Steven Orbach

Title:

Authorized Person

[Signature page to Trademark Assignment]

TRADEMARK
REEL: 007554 FRAME: 0546

Exhibit A

Marks

<i>Mark</i>	<i>Jurisdiction</i>	<i>Registration No. & Date</i>
Mountain High	Federal	2810046 & 2/3/2004
Mountain high MH Southern California's Closest Winter Resort (logo)	Federal	4218149 & 10/12/2012
MOUNTAIN HIGH	Federal	3941380 & 4/5/2011
MOUNTAIN HIGH	Federal	4115331 & 3/20/2012