

05-14-1998

COVER SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

Lab settings ○ ○ ○



100710312

To the Honorable Comm.

See attached original documents or copy therefrom

1. Name of conveying party(ies):
BO Holding, Inc. (d/b/a Attitash/Bear Peak Resort)
Route 302, Box 308
Brett, ME 03812
- ☐ Individuals ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State - Maine
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance:
- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other See attached sheet

Execution Date: November 12, 1997

2. Name and address of receiving party(ies)
- Name: BankBoston, N.A.
Internal Address: Carlton F. Williams
Street Address: 100 Federal Street
City: Boston State: MA ZIP: 02110
- ☐ Individual(s) citizenship _____
☒ Association National Banking Association
☐ General Partnership _____
☐ Corporation-State _____
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,996,526 and 1,989,648

Additional numbers attached? ☐ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Miriam J. Rovner

Internal Address: Goodwin, Procter & Hoar LLP

Street Address: Exchange Place

53 State Street

City: Boston State: MA Zip: 02109

6. Total number of applications and registrations involved: ②

7. Total Fee (37 CFR 3.41): \$ \$65.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jennifer D. Carmel
Name of Person Signing

Signature

Date

05/13/1998 DCUATES 00000077 1996526

Total number of pages including cover sheet, attachments, and document: ⑩

01 FC:481 40.00 00
02 FC:482 OMB No. 0651-0011 (exp. 4/95) 25.00 00

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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TRADEMARK
REEL: 1724 FRAME: 0773

CONTINUATION OF ITEM 3

CORRECTED INFORMATION FOR RECORDATION

The Assignment Division of the U.S. Patent and Trademark Office has recorded at **REEL/FRAME 1697/0162** a Collateral Assignment of Trademarks, Patents and Service Marks (U.S.) concerning three registered trademarks listed on ANNEX I which is attached to the Collateral Assignment. Due to a scrivener's error, two of the registration numbers listed on ANNEX I were incorrect.

We now resubmit for recordation the Collateral Assignment of Trademarks, Patents and Service Marks with the corrections marked on the attached ANNEX I. The correct trademarks are as follows:

Registration No. 1,996,526	ATTITASH BEAR PEAK	Registered 8/27/96
Registration No. 1,989,648	DESIGN ONLY	Registered 7/30/96

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MKD S-S-4X

FORM PTO-1594
1-31-92

RECC

03-09-1998

HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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100655961

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or cop thereof.

1. Name of conveying party(ies):
LBO Holding, Inc. (d/b/a Attitash/Bear Peak Resort)
Route 302, Box 308
Bartlett, ME 03812
- ☐ Individuals ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State - Maine
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance:
- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Collateral Assignment

Execution Date: November 12, 1997

2. Name and address of receiving party: **RECEIVED**
MAR 03 1998
RECEIPT
- Name: BankBoston, N.A.
Internal Address: Carlton F. Williams
Street Address: 100 Federal Street
City: Boston State: MA ZIP: 02110
- ☐ Individual(s) citizenship _____
☒ Association National Banking Association
☐ General Partnership _____
☐ Corporation-State _____
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) See attached Schedule

Additional numbers attached? ☐ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Miriam J. Rovner
Internal Address Goodwin, Procter & Hoar LLP
Street Address: Exchange Place
53 State Street
City: Boston State: MA Zip: 02109

6. Total number of applications and registrations involved: **③**

7. Total Fee (37 CFR 3.41): \$ \$90.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document

Jennifer D. Carmel
Name of Person Signing

Jennifer D. Carmel
Signature

3-2-98
Date

Total number of pages including cover sheet, attachments, and document: **⑧**

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

03/09/1998 TTOM11 00000083 2071227
01 FC:461 40.00 DP
02 FC:482 50.00 DP

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

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TRADEMARK
REEL: 1724 FRAME: 0775

COLLATERAL ASSIGNMENT OF TRADEMARKS, PATENTS
AND SERVICE MARKS (U.S.)

THIS ASSIGNMENT OF TRADEMARKS, PATENTS AND SERVICE MARKS (U.S.) (this "Agreement") is made as of this 12th day of November, 1997 by ASC EAST, INC., SUNDAY RIVER SKIWAY CORPORATION, SUNDAY RIVER, LTD., PERFECT TURN, INC., SUNDAY RIVER TRANSPORTATION, INC., L.B.O. HOLDING, INC., SUGARBUSH RESORT HOLDINGS, INC., SUGARBUSH LEASING COMPANY, SUGARBUSH RESTAURANTS, INC., S-K-I LTD., KILLINGTON, LTD., MOUNT SNOW, LTD., PICO SKI AREA MANAGEMENT COMPANY, RESORTS SOFTWARE SERVICES, INC., KILLINGTON RESTAURANTS, INC., RESORTS TECHNOLOGIES, INC., DOVER RESTAURANTS, INC., MOUNTAIN WASTEWATER TREATMENT, INC., SUGARLOAF MOUNTAIN CORPORATION, MOUNTAINSIDE AND SUGARTECH (each an "Assignor", collectively, the "Assignors"), to BANKBOSTON, N.A., a national banking association, as Agent (the "Agent") for each of the lenders (the "Lenders" and collectively with the Agent, the "Secured Parties") now or hereafter party to the Credit Agreement (as defined below). All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned thereto in the Credit Agreement (as defined below).

Recitals

The Assignors, American Skiing Company as guarantor, the Lenders, DLJ Capital Funding, Inc. as documentation agent and the Agent are parties to that certain Amended and Restated Credit Agreement dated as of November 12, 1997 (as amended, supplemented or replaced from time to time, the "Credit Agreement"), pursuant to which the Lenders have made available to the Assignors certain credit facilities. The Assignors have adopted and used and are using the trademarks, patents and service marks (the "Marks") identified on Annex I hereto, and are the owners of the registrations of and pending registration applications for such Marks in the United States Patent And Trademark Office identified on Annex I hereto. The Agent for the benefit of the Lenders desires to acquire a security interest in and to the Marks together with the goodwill of the business symbolized by the Marks and the registrations and pending applications therefor in connection with the acceleration of the obligations under the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignors do hereby assign unto the Agent and grant to the Agent a security interest in and to the Marks, together with the goodwill of the business symbolized by and associated with the Marks and the registrations and pending applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Credit Agreement and in accordance with the terms and provisions thereof.

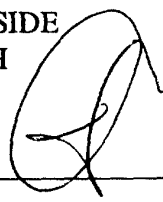
Assignors and Agent expressly affirm that the rights and remedies of Assignors and Agent with respect to the assignment and security interest granted hereby are more fully set forth in the Credit Agreement and Security Agreement thereto.

This Assignment is intended to and shall take effect as a sealed instrument at such time as the Agent shall complete this instrument by signing its acceptance of this Assignment below.

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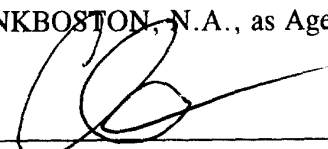
IN WITNESS WHEREOF, the Assignors, by their duly authorized officer, have executed this assignment, as an instrument under seal, on this 12th day of November, 1997.

ASC EAST, INC.
SUNDAY RIVER SKIWAY CORPORATION
SUNDAY RIVER, LTD.
PERFECT TURN, INC.
SUNDAY RIVER TRANSPORTATION, INC.
L.B.O. HOLDING, INC.
SUGARBUSH RESORT HOLDINGS, INC.
SUGARBUSH LEASING COMPANY
SUGARBUSH RESTAURANTS, INC.
S-K-I LTD.
KILLINGTON, LTD.
MOUNT SNOW, LTD.
PICO SKI AREA MANAGEMENT COMPANY
RESORTS SOFTWARE SERVICES, INC.
KILLINGTON RESTAURANTS, INC.
RESORTS TECHNOLOGIES, INC.
DOVER RESTAURANTS, INC.
MOUNTAIN WASTEWATER TREATMENT, INC.
SUGARLOAF MOUNTAIN CORPORATION
MOUNTAINSIDE
SUGARTECH

By: 
Name: _____
Title: Christopher E. Howard
Senior Vice President

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignors to the Agent is hereby accepted as of the 12th day of November, 1997.

BANKBOSTON, N.A., as Agent

By: 
Name: _____
Title: Carlton F. Williams
Director

COMMONWEALTH OR STATE OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 12th day of November, 1997, personally appeared Christopher E. Howard to me known personally, and who, being by me duly sworn, deposes and says that he is the Senior Vice President of the Assignors, and that said instrument was signed and sealed on behalf of said Assignors by authority of their Board of Directors, and said Christopher E. Howard acknowledged said instrument to be the free act and deed of said corporation.

Isabel J. Mueck

Notary Public

My commission expires: 9/3/04

ANNEX I

A. Sunday River Skiway Corporation

- a. Registration No. 1,946,833 (1/9/96 The Edge)
- b. Registration No. 1,670,602 (12/31/91 Perfect Turn)

B. Sugarbush Resort Holdings, Inc.

1. Trademarks

- a. Registration No. 1,688,172 (5/19/92 Sugarbush - with design)
- b. Registration No. 1,688,173 (5/19/92 - design only)
- c. Registration No. 1,581,949 (2/6/90 Sugarbush is Vermont)
- d. Registration No. 1,581,938 (2/6/90 Sugarbush)
- e. Registration No. 1,578,218 (1/16/90 Sugarcard)

C. LBO Holdings, Inc.

- a. Registration No. 2,071,227 (11/17/95 Bear Peak)
- b. Registration No. ^{1,996,526}~~1,996,527~~ (2/7/95 Attitash Bear Peak)
- c. Registration No. ^{1,989,648}~~1,989,640~~ (2/7/95 - design only)

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D. S-K-I Ltd.

- a. Registration No. 1,682,257 (4/7/92 Express Customized Learning)
- b. Registration No. 1,670,569 (12/31/91 EXCL)
- c. Registration No. 1,924,822 (10/03/95 Frequenski Advantage)
- d. Registration No. 1,987,267 (7/16/96 Peaks of Excitement (Class 41))
- e. Registration No. 1,987,266 (7/16/96 Peaks of Excitement (Class 36))

- f. Registration No. 1,988,691 (7/23/96 Peaks of Excitement and Design (Class 41))
- g. Registration No. 1,988,692 (7/23/96 Peaks of Excitement and Design (Class 36))

E. Killington, Ltd.

1. Trademarks

- a. Registration No. 1,735,355 (11/24/92 Killington Vermont (stylized letters))

2. Tradenames

Skishack and all other names used as tradenames

3. Patents

- a. United States Patent No. 4,742,959 (Snow Gun, Filed: November 29, 1986, Serial No. 933,227; Patent Date: May 10, 1988)
- b. United States Patent No. 4,516,722 (Snow-Making Nozzle, Filed: August 22, 1983, Serial No. 525,326; Patent Date: May 14, 1985)

F. Mt. Snow Ltd.

- a. Registration No. 1,778,156 (6/22/93 Mt. Snow Southern Vermont No One Else Is Close)
- b. Registration No. 1,419,452 (12/2/86 Dover Watch)
- c. Registration No. 1,737,169 (12/1/92 Mt. Snow Vermont and design)

G. American Skiing Company

1. Trademarks (Application Pending)

- a. American Skiing Company and design
- b. Ride On! And design

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SCHEDULE

Registration No. 2,071,227 (11/17/95 Bear Peak)

Registration No. 1,996,527 (2/7/95 Attitash Bear Peak)

Registration No. 1,989,640 (2/7/95 - design only)