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06-26-1998

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To the Honorable Commissioner of

100748532

attached original documents or copy thereof.

MRD 6-22-98

1. Name of conveying party(ies):

Monarch Ski Corporation
#1 Powder Place
Monarch, CO 81227

- Individual(s)
- General Partnership
- Corporation-State Colorado
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: October 25, 1996

2. Name and address of receiving party(ies)

Name: Ski Monarch, LLC

Internal Address: _____

Street Address: #1 Powder Place

City: Monarch State: CO ZIP: 81227

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Colorado Limited Liability

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 patent number(s):

A. Trademark Application No.(s)
75/125,262

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Scott S. Havlick, Esq.

Internal Address: _____

Street Address: Holland & Hart, LLP

1050 Walnut Street - Suite 500

City: Boulder State: CO ZIP: 80302

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

06/25/1998 DMBUYEN 00000144 75125262

DO NOT USE THIS SPACE

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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.

Scott S. Havlick
Name of Person Signing

Scott Havlick
Signature

6/19/98
Date

Total number of pages including cover sheet, attachments, and document: 4

COPY

ASSIGNMENT OF INTANGIBLE PROPERTY

THIS ASSIGNMENT OF INTANGIBLE PROPERTY (the "Assignment") is made and entered into this 25 day of October, 1996, by Monarch Ski Corporation, a Colorado corporation ("Assignor"), to Ski Monarch, LLC, a California limited liability company, ("Assignee").

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, grants, conveys, transfers and assigns to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to all intangible property rights owned or held by Assignor (the "Intangible Rights") to the extent they relate to the Property defined below. The Intangible Rights include, without limitation, all intangible property rights owned or held by Assignor in connection with that certain real and personal property (the "Property") described in that certain Amended and Restated Sales Agreement; by and between Assignee, as Purchaser, and Assignor, as Seller, dated May 23, 1996, and intangible property rights owned or held by Assignor in connection with any business conducted upon or with the use of the Property.

The Intangible Rights include, without limitation, all of the following owned or held by Assignor, or which have been used by Assignor in connection with the Property: all warranties, guarantees and/or causes of action (including, but not limited to, those relating to the construction of any improvements constituting part of the Real Property), utility contracts, all other agreements and contract rights, if any, easements and rights-of-way, insurance policies, site plans and surveys, business records and accountings, plans and specifications, government approvals and development rights, and any transferable permits, approvals, licenses and other entitlements relating to, benefiting or protecting the Property or the Assignor.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the day first above written.

ASSIGNOR:

MONARCH SKI CORPORATION,
a Colorado corporation

By: [Signature]
Name: MIKI TAKASHINA
Title: CHIEF EXECUTIVE OFFICER

ACCEPTED BY:

SKI MONARCH, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

DATE: _____

HH:56201 v1

ASSIGNMENT OF INTANGIBLE PROPERTY

THIS ASSIGNMENT OF INTANGIBLE PROPERTY (the "Assignment") is made and entered into this _____ day of October, 1996, by Monarch Ski Corporation, a Colorado corporation ("Assignor"), to Ski Monarch, LLC, a California limited liability company, ("Assignee").

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, grants, conveys, transfers and assigns to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to all intangible property rights owned or held by Assignor (the "Intangible Rights") to the extent they relate to the Property defined below. The Intangible Rights include, without limitation, all intangible property rights owned or held by Assignor in connection with that certain real and personal property (the "Property") described in that certain Amended and Restated Sales Agreement; by and between Assignee, as Purchaser, and Assignor, as Seller, dated May 23, 1996, and intangible property rights owned or held by Assignor in connection with any business conducted upon or with the use of the Property.

The Intangible Rights include, without limitation, all of the following owned or held by Assignor, or which have been used by Assignor in connection with the Property: all warranties, guarantees and/or causes of action (including, but not limited to, those relating to the construction of any improvements constituting part of the Real Property), utility contracts, all other agreements and contract rights, if any, easements and rights-of-way, insurance policies, site plans and surveys, business records and accountings, plans and specifications, government approvals and development rights, and any transferable permits, approvals, licenses and other entitlements relating to, benefiting or protecting the Property or the Assignor.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the day first above written.

ASSIGNOR:

MONARCH SKI CORPORATION,
a Colorado corporation

By: _____
Name: _____
Title: _____

ACCEPTED BY:

SKI MONARCH, LLC,
a California limited liability company
COBLEN Enterprises, Ltd.

By: _____
Name: *Geoffrey GAW*
Title: *President*

DATE: _____

HH:56201 v3