

MRD 8-14-98

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

08-26-1998

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK



100804170

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year  
\_\_\_\_\_
- Merger
- Change of Name
- Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Name LIPPON, L.L.C.

Execution Date  
Month Day Year  
07231998

Formerly \_\_\_\_\_

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other LIMITED LIABILITY COMPANY
- Citizenship/State of Incorporation/Organization AZ

Receiving Party

Mark if additional names of receiving parties attached

Name INTRAWEST GOLF HOLDINGS, INC.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 200 BURRARD STREET

Address (line 2) SUITE 800

Address (line 3) VANCOUVER

B.C., CANADA

V6C3L6

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization DELAWARE

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

08/19/1998 SMITH 00000057 2165013

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

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Mail documents to be recorded with required cover sheets to Information ME: 0988  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

Kathy G. Drobnak

Name of Person Signing

  
Signature

8/11/98  
Date Signed

**ASSIGNMENT OF MARKS**

THIS ASSIGNMENT OF MARKS (this "Assignment"), dated July 23, 1998, is given to by Lippon, L.L.C., an Arizona limited liability company ("Assignor"), with an address of 2701 East Camelback Road, Suite 401, Phoenix, Arizona 85016, to Intrawest Golf Holdings, Inc., a Delaware corporation ("Assignee"), with an address of c/o Intrawest Corporation, 200 Burrard Street, Suite 800, Vancouver, British Columbia V6C 3L6.

**Recitals**

A. Assignor and Assignee are parties to that certain Purchase and Sale Agreement, dated July 23, 1998 (the "Purchase Agreement"), pursuant to which Assignor agreed to sell to Assignee and Assignee agreed to purchase from Assignor, certain assets (the "Assets") of Assignor.

B. Assignor has adopted and used a wide variety of trade dress, tradenames, copyrights, service marks and other intellectual property rights in conjunction with its ownership and operation of the Arizona Courses (as such term is defined in the Purchase Agreement). Such trade dress, tradenames, copyrights, service marks, and other intellectual property rights, including all applications and registrations thereof, including, without limitation, those set forth on Exhibit A attached hereto, are referred to herein as the "Marks".

C. By virtue of such adoption and use, Assignor owns the Marks, and, in connection with the sale of the Assets, and pursuant to the terms and conditions of the Purchase Agreement, Assignor has agreed to assign to Assignee the Marks together with all goodwill associated therewith.

**Agreement**


1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, conveys, sells, quitclaims and transfers to Assignee, its successor and assigns, all of Assignor's right, title and interest and to the Marks

2. This Assignment shall inure to the benefit of and be binding upon the successors and assigns of Assignor and Assignee.

3. This Assignment shall be governed by and construed under the laws of the State of Arizona.

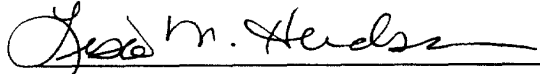
Executed as of the date first set forth above.

**LIPPON, L.L.C., an Arizona limited liability company**

  
\_\_\_\_\_  
Larry Lippon, Manager

STATE OF ARIZONA            )  
  ) ss.  
COUNTY OF MARICOPA        )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of July, 1998, by Larry Lippon, as Manager of Lippon, L.L.C., an Arizona limited liability company, being authorized so to do for the purposes therein contained.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 9-12-2000



**EXHIBIT A**

(Attached to and forming a part of Assignment of Marks)

1. The trademark and service mark "RAVEN" and Design, including the following items related thereto:

a. Certificate of Service Mark issued by the United States Patent and Trademark Office ("PTO") to Larry Lippon, effective October 29, 1996, Registration No. 2,012,838, for Golf Course Services, in Class 41, expires October 29, 2006, together with Application by Larry Lippon (with the PTO) for Service Mark Registration, dated May 5, 1995;

b. Certificate of Trademark issued by the PTO to Larry Lippon, effective July 1, 1997, Registration No. 2,075,310, for glassware and dinnerware, in Class 21, expires July 1, 2007, together with Application by Larry Lippon (with PTO) for Trademark Registration, dated February 5, 1996;

c. Certificate of Trademark issued by the PTO to Larry Lippon, effective July 1, 1997, Registration No. 2,075,351, for goods and jewelry made from or coated with precious metals, in Class 14, expires July 1, 2007, together with Application by Larry Lippon (with PTO) for Trademark Registration, dated February 5, 1996 (but filed March 25, 1996);

d. Application by Larry Lippon (with PTO) for Trademark Registration, dated May 5, 1995 for golf equipment and accessories, including golf bags, golf balls and tees, as amended by Request to Amend Identification of Goods, dated December 18, 1997, filed with PTO in respect of such application; and *(Serial No. 74-675,754)*

e. Application by Larry Lippon (with PTO) for Trademark Registration, dated February 5, 1996 for umbrellas, goods made from leather and imitations of leather, as amended by Request to Amend Identification of Goods, dated December 18, 1997, filed with PTO in respect of such application. *Now registered as 2,165,013*

2. All goodwill arising from the use of the above trademarks and service marks described above.