

02-01-2000



101254484



01-08-2000

U.S. Patent & TMO/TM Mail Rpt Dt. #31

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

MKD 1-8-00

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
- Merger Effective Date
Month Day Year
8 29 96
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
8 26 96

Formerly

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

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other

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.)

- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002013 FRAME: 0807

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.

Lester K. Essig

Name of Person Signing



Signature

January 8, 2000

Date Signed

State of Delaware
Office of the Secretary of State

CO# 064660

PAGE 1

RECEIVED
AUG 28 1996

Utah Div. of Corp. Comm. Code

EXPEDITE

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

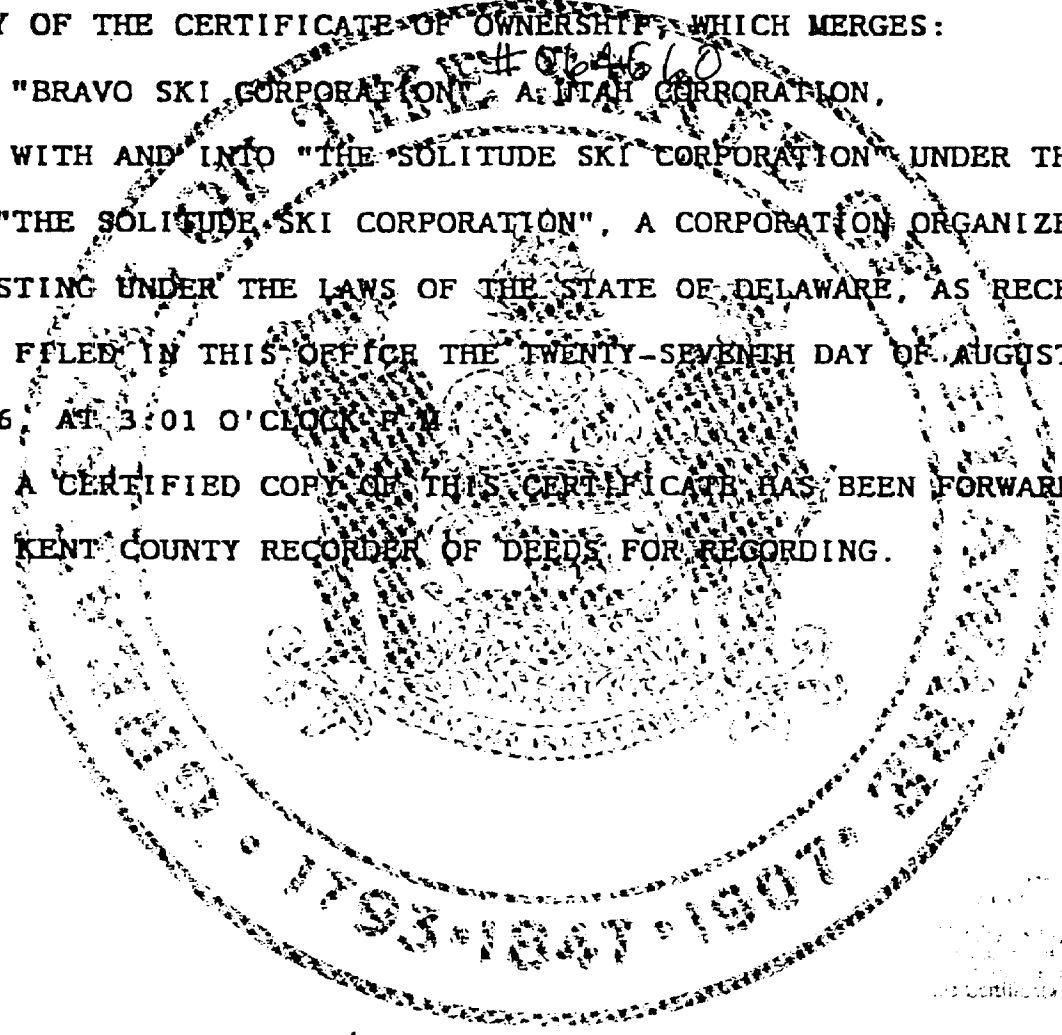
"BRAVO SKI CORPORATION, A UTAH CORPORATION,

WITH AND INTO "THE SOLITUDE SKI CORPORATION" UNDER THE NAME OF "THE SOLITUDE SKI CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SEVENTH DAY OF AUGUST, A.D. 1996, AT 3:01 O'CLOCK P.M.

A CERTIFIED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS FOR RECORDING.

BJS

6241000029



28 Aug 96
8/28/96
BJS



Edward J. Freel

Edward J. Freel, Secretary of State

2622446 8100M

AUTHENTICATION:

8083471

DATE:

TRADEMARK

REEL: 002013 FRAME: 0809

**CERTIFICATE OF OWNERSHIP AND
MERGER OF BRAVO SKI CORPORATION # 064660
INTO THE SOLITUDE SKI CORPORATION**

**(PURSUANT TO SECTION 253 OF THE GENERAL
CORPORATION LAW OF DELAWARE)**

The Solitude Ski Corporation (the "Company"), a Delaware corporation incorporated on May 9, 1996, does hereby certify that the Company owns at least 90% of the capital stock of Bravo Ski Corporation (the "Subsidiary"), a Utah corporation and that the Company's board of directors determined to merge into itself the Subsidiary and adopted the following resolutions by unanimous written consent on August 26, 1996:

RESOLVED, that the Company merge into itself the Subsidiary (the "Merger") and assumes all of its liabilities and obligations;

RESOLVED FURTHER, that this Certificate of Ownership and Merger will be effective on August 29, 1996 (the "Effective Date");

RESOLVED FURTHER, that the terms and conditions of the Merger are as follows:

Upon completion of the Merger, each outstanding share of the Subsidiary's Common Stock shall cease to be outstanding, and the holders of record of the outstanding shares of the Subsidiary shall receive one share of the Company's Common Stock for every 2,314.815 shares of the Subsidiary's Common Stock. The Company shall issue fractional shares. Each outstanding share of the Subsidiary's Common Stock owned of record by the Company shall cease to be outstanding, without any payment being made in respect thereof. In the alternative, the holders of the outstanding shares of the Subsidiary, collectively or individually, may demand the fair market value of their shares as of the Effective Date of the Merger. The Company's Board of Directors shall determine the fair market value as of the Effective Date of the Merger;

RESOLVED FURTHER, that the president or vice-president of the Company are hereby directed to make and execute a certificate of ownership setting forth a copy of these resolutions, and to file such certificate in the office of the Secretary of the State of Delaware, and a certified copy thereof in the office of the Recorder of Deeds of Kent County; and

ARTICLES OF MERGER
OF
BRAVO SKI CORPORATION
INTO
THE SOLITUDE SKI CORPORATION

Pursuant to the provisions of the Utah Business Corporation Act, Section 16-10a-1104, The Solitude Ski Corporation (the "Parent Corporation"), a corporation organized under the laws of the State of Delaware, and owning at least 90% of the outstanding shares of each class of Bravo Ski Corporation (the "Subsidiary Corporation"), a corporation organized under the laws of the State of Utah, hereby executes the following articles of merger:

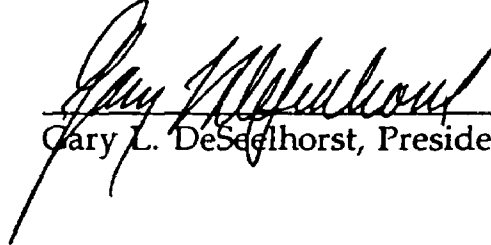
1. The following plan of merger was approved by the Board of Directors of the Parent Corporation adopted on August 26, 1996.
2. Attached hereto as Exhibit A is the plan of merger (the "Plan").
3. The effective date of the merger is August 29, 1996.
4. The mailing of the Plan to the stockholders of the Subsidiary Corporation was waived by all its stockholders.
5. The laws of the State of Delaware under which such foreign corporation is organized permits such merger.
6. The surviving corporation in the merger is The Solitude Ski Corporation, a Delaware corporation. The surviving corporation is to be governed by the laws of the State of Delaware and such surviving corporation hereby agrees that (a) The surviving corporation may be served with process in the State of Utah in any proceeding for the enforcement of any obligation of any corporation organized under the laws of the State of Utah which is a party to the merger and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such corporation organized under the laws of the State of Utah against the surviving corporation; (b) Gary L. DeSeelhorst shall be and hereby is irrevocably appointed as the agent of such surviving corporation to accept service of process in any such proceeding; the address to which the service of process in any such proceeding shall be mailed is The Solitude Ski Corporation, Big Cottonwood Canyon, P.O. Box 21350, Salt Lake City, Utah 84121;
7. Such surviving corporation will promptly pay to the dissenting stockholders of any corporation organized under the laws of the State of Utah which is a party to the merger the amount, if any, to which they shall be entitled under the

provisions of the "Utah Business Corporation Act" with respect to the rights of dissenting shareholders.

Dated: August 26, 1996.

PARENT CORPORATION:

THE SOLITUDE SKI CORPORATION



Gary L. DeSeelhorst, President

PLAN OF MERGER

This PLAN OF MERGER (the "Plan") is entered into this 26 day of August, 1996, by and among The Solitude Ski Corporation, a Delaware corporation ("Solitude" or the "Surviving Corporation") and Bravo Ski Corporation, a Utah corporation ("Bravo" or the "Constituent Corporation").

RECITALS

A. The respective Board of Directors of Solitude and Bravo deem it advisable and in the best interests of their respective stockholders that Bravo be merged with and into Solitude, with Solitude being the Surviving Corporation (the "Merger").

B. The respective Board of Directors of Solitude and Bravo have approved the Merger, whereby all of the outstanding shares of Common Stock of Bravo ("Bravo Common Stock") will be converted into shares of Common Stock of Solitude ("Solitude Common Stock").

C. For federal income tax purposes, it is intended that the Merger shall qualify as a tax free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code");

AGREEMENT

NOW, THEREFORE, in reliance on the foregoing recitals and in and for the consideration and mutual covenants set forth herein, the parties agree as follows:

1. The Merger. Bravo shall be merged with and into Solitude in accordance with the applicable provisions of the laws of the State of Delaware.
2. Effective Time. On or about August 27, 1996, a Certificate of Ownership and Merger shall be filed in the office of the Secretary of State of the State of Delaware. Pursuant to the Delaware General Corporation Law, the Merger shall become effective upon the filing of the Certificate of Ownership and Merger in Delaware and upon filing a certified copy of the Certificate of Ownership and Merger with the Secretary of State of the State of Utah (the "Effective Time").
3. Surviving Corporation. At the Effective Time, Bravo shall be merged with and into Solitude. As a result of the Merger, the corporate existence of Bravo shall cease and Solitude shall continue as the surviving corporation and shall succeed to and assume all of the rights and obligations of Bravo in accordance with the laws of Delaware.

4. Conversion of Shares.

a. Each share of Bravo Common Stock, issued and outstanding to the Stockholders immediately prior to the Effective Time, will by virtue of the Merger and at the Effective Time, and without further action on the part of any holder thereof, be converted into such number of shares of fully paid and nonassessable Solitude Common Stock equal to 2,314.815 shares of Bravo Common Stock for every one share of Solitude Common Stock. The Solitude Common Stock will be subject to restrictions imposed by applicable federal and state securities laws.

b. Each share of Bravo Common Stock owned of record by Solitude immediately prior to the Effective Time, shall by virtue of the Merger and at the Effective Time, cease to be outstanding, without any payment being made in respect thereof.

5. Appraisal Rights. If holders of Bravo Common Stock are entitled to appraisal rights in connection with the Merger and exercise such rights in connection with their respective shares ("Bravo Dissenting Shares"), any Bravo Dissenting Shares shall not be converted into a right to receive Solitude Common Stock but shall be converted into the right to receive such consideration as may be determined to be due with respect to such Bravo Dissenting Shares pursuant to the laws of the State of Utah. Bravo shall give Solitude prompt notice of any demand received by Bravo for appraisal of Bravo Common Stock, and Solitude shall have the right to control all negotiations and proceedings with respect to such demand. In the event of legal obligation, after the Effective Time of the Merger, to deliver a right to receive Solitude Common Stock to a holder of shares of Bravo Common Stock who shall have failed to make an effective demand for appraisal or shall have lost his status as a dissenting shareholder, Solitude shall deliver, upon surrender by such dissenting shareholder of his certificate or certificates representing shares of Bravo Common Stock, as applicable, the Solitude Common Stock to which such dissenting shareholder is then entitled under this Plan.

6. Exchange of Certificates.

a. Exchange Agent. Prior to the Closing Date, Solitude shall appoint Gray Cary Ware & Freidenrich to act as exchange agent (the "Exchange Agent") in the Merger.

b. Solitude to Provide Stock. Promptly after the Effective Time of the Merger (but in no event later than thirty (30) business days thereafter), Solitude shall make available for exchange in accordance with this Plan, through such reasonable procedures as Solitude may adopt, the shares of Solitude Common Stock issuable pursuant to this Plan in exchange for outstanding shares of Bravo Common Stock.

c. Exchange Procedures. Upon surrender of a certificate or certificates that immediately prior to the Effective Time of the Merger represented outstanding shares

of Bravo Common Stock (the "Certificate(s)") for cancellation to the Exchange Agent with a letter of instruction, duly executed, the holder of such Certificate(s) shall be entitled to receive the number of shares of Solitude Stock to which such holder is entitled pursuant to Section 2 hereof. The Certificate(s) so surrendered shall immediately be canceled. Solitude shall make customary provisions for lost stock certificates. In the event of a transfer of ownership of Bravo Common Stock that is not registered in the transfer records of Bravo, the appropriate number of shares of Solitude Common Stock may be delivered to a transferee if the Certificate(s) representing such Bravo Common Stock is presented to the Exchange Agent and accompanied by all documents required to evidence and effect such transfer and to evidence that any applicable stock transfer taxes have been paid. Until surrendered as contemplated by this Section 6, each Certificate shall be deemed at any time after the Effective Time of the Merger to represent the right to receive upon such surrender the number of shares of Solitude Stock as provided by this Section 6 and by the Delaware General Corporation Law.

d. No Further Ownership Rights in Bravo Common Stock. All Solitude Common Stock delivered upon the surrender for exchange of the shares of Bravo Common Stock in accordance with the terms hereof shall be deemed to have been delivered in full satisfaction of all rights pertaining to such shares of Bravo Common Stock. There shall be no further registration of transfers on the stock transfer books of the Surviving Corporation of the shares of Bravo Common Stock that were outstanding immediately prior to the Effective Time of the Merger. If after the Effective Time of the Merger, Certificate(s) are presented to the Surviving Corporation for any reason, they shall be canceled and exchanged as provided in this Section 6.

7. Termination of Plan. This Plan may be terminated at any time prior to the Closing by the mutual written consent of each of the parties hereto. This Plan may also be terminated and abandoned: (1) If any of the conditions precedent to Solitude's obligations pursuant to this Plan shall not have been fulfilled at and as of the Closing; or (2) if the Merger is not effected by September 1, 1996.

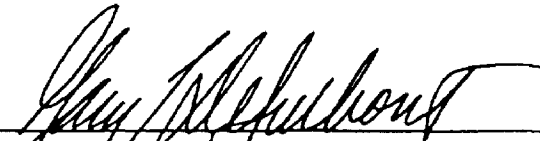
Any termination of this Plan under this Section 8 shall be effective by the delivery of written notice of the terminating party to the other parties hereto.

8. Governing Law. It is the intention of the parties hereto that the internal laws of the State of Delaware (irrespective of its choice of law principles) shall govern the validity of this Plan, the construction of its terms, and the interpretation and enforcement of the rights and duties of the parties hereto.

9. Binding upon Successors and Assigns. Subject to, and unless otherwise provided in, this Plan, each and all of the covenants, terms, provisions, and agreements contained herein shall be binding upon, and inure to the benefit of, the permitted successors, executors, heirs, representatives, administrators and assigns of the parties hereto.


IN WITNESS WHEREOF, the parties hereto have executed this Plan as of the date first set forth above.

THE SOLITUDE SKI CORPORATION,
a Delaware corporation

By: 

Gary L. DeSeelhorst, President

BRAVO SKI CORPORATION,
a Utah Corporation

By: 

Gary L. DeSeelhorst, President