

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Docket No.:

8609.558

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

1. Name of conveying party(ies):

Salt Lake Organizing Committee for the Olympic Winter Games of 2002

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

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: December 22, 2000

2. Name and address of receiving party(ies):

Name: United States Olympic Committee

Internal Address: One Olympic Plaza

Street Address: _____

City: Colorado Springs State: CO ZIP: 80909

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Federally Chartered Corporation
- Other Under 36 U.S.C. 2205.02(a)

If assignee is not domiciled in the United States, a domestic designation is Yes No
(Designations must be a separate document from Additional name(s) & address(es) Yes No

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

A. Trademark Application No.(s)

76/030,836

B. Trademark Registration No.(s)

Additional numbers Yes No

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

Name: Michael F. Krieger

Internal Address: Kirton & McConkie

1800 Eagle Gate Tower

60 East South Temple

Street Address: _____

City: Salt Lake City State: UT ZIP: 84111

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:

500843

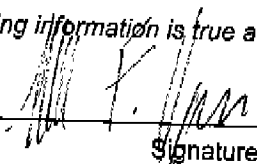
DO NOT USE THIS SPACE

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.

Michael F. Krieger

Name of Person Signing



Signature

1/16/01

Date

Total number of pages including cover sheet, attachments, and

TRADE MARK

WHEN RECORDED RETURN TO:

Michael F. Krieger
KIRTON & McCONKIE
1800 Eagle Gate Tower
60 East South Temple
Salt Lake City, Utah 84111

TRADEMARK APPLICATION
Docket No. 8609.558

ASSIGNMENT

WHEREAS, SALT LAKE ORGANIZING COMMITTEE FOR THE OLYMPIC WINTER GAMES OF 2002, a Utah corporation, with a principal place of business at 299 South Main Street, Suite 1300, Salt Lake City, Utah 84111 (hereinafter referred to as "Assignor") is the owner of the entire right, title, and interest in and to the following trademark including all rights in and to such trademarks created under any applicable federal or state statutes or common law or under the applicable trademark laws of any foreign country:

WHEREAS, the following trademark application for federal registration has been filed in the United States Patent and Trademark Office:

- (1) Trademark Application Serial No. 76/030,836, filed April 20, 2000, for the mark "PARK CITY 2002";

WHEREAS, UNITED STATES OLYMPIC COMMITTEE, with principal place of business at One Olympic Plaza, Colorado Springs, Colorado 80909 (hereinafter referred to as "Assignees"), desires to secure the entire right, title, and interest in and to said mark, including all rights in and to such marks created under any applicable federal or state statutes or common law or under the applicable trademark laws of any foreign country, including but not limited to all rights, title, and interest in and to the aforesaid marks, the aforesaid registrations and applications for federal registration, any federal registration which may issue thereon, any and all other common law trademarks owned by Assignors, any and all trademark registrations that may be granted therefor, any and all continuations, renewals and extensions of the aforesaid registrations and registration(s) issuing from such applications, and any and all goodwill of the business or businesses associated

with any of the aforesaid marks or registrations within the United States of America and its territorial possessions and within all countries foreign to the United States, (hereinafter collectively referred to as "TRADEMARK AND GOODWILL");

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) paid by Assignee to Assignor and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by said Assignor, Assignor has sold, assigned and transferred and by these presents does hereby sell, assign and transfer unto Assignee the entire right, title, and interest in and to said TRADEMARK AND GOODWILL within the United States of America and its territorial possessions and within all countries foreign to the United States, all said rights to be held and enjoyed by Assignee for its own use and enjoyment and for the use and enjoyment of its successors and assigns to the full end of the term or terms for which said trademark registration may be granted as fully and entirely as the same would have been held and enjoyed by said Assignor if this assignment, transfer and sale had not been made.

The aforesaid Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks and all authorized officials of foreign patent and trademark offices to issue the said trademark registrations, when granted, to Assignee, as the Assignee of the entire right, title, and interest in and to the same, for the sole use and enjoyment of Assignee, its successors and assigns.

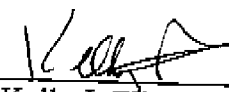
The aforesaid Assignor hereby agrees to sign all lawful papers and to perform all other lawful acts which Assignee may request of Assignor to make this Assignment fully effective, including, by way of example but not of limitation, the following:

- (1) Prompt execution of all United States and foreign trademark applications, and all lawful documents requested by Assignee to further the prosecution of any such applications.

- (2) Cooperation to the best of said Assignor's ability in the execution of all lawful documents, the production of evidence, nullification, continuation, renewal, extension, or infringement proceeding involving said trademark.

This Assignment and Agreement shall be binding upon the successors and assigns of the undersigned.


SALT LAKE ORGANIZING COMMITTEE
FOR THE OLYMPIC WINTER GAMES OF 2002

By 
Kelly J. Flint

Its _____
Senior Vice President

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On December 22, 2000, before me personally appeared Kelly J. Flint, known to me to be the Senior Vice President of the SALT LAKE ORGANIZING COMMITTEE FOR THE OLYMPIC WINTER GAMES OF 2002 who signed the foregoing Assignment in my presence as its Senior Vice President and acknowledged under oath before me that he has read the same and knows the contents thereof and that the same is true of his own knowledge excepting as to matters therein alleged upon information and belief and as to those matters he believes them to be true, and that he executed the same as the free act and deed of the Corporation and for the purposes set forth therein.


NOTARY PUBLIC
Residing at Salt Lake County



My Commission Expires:

May 1, 2003