Total number of pages including cover sheat, attachments, and

Name of Person Signing

WHEN RECORDED RETURN TO:

Todd E. Zenger KIRTON & MCCONKIE 1800 Eagle Gate Tower 60 East South Temple Salt Lake City, Utah 84111

ASSIGNMENT

WHEREAS, GREATER PARK CITY COMPANY, a Utah corporation, with a principal place of business at 1345 Lowell Avenue, Park City, Utah 84060 (hereinafter referred to as "Assignor") is the owner of the entire right, title, and interest in and to the following trademarks 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 Assignor is the applicant for the following trademark applications for federal registration filed in the United States Patent and Trademark Office:

- (1) Service Mark Application Serial No. 75/045075, filed January 17, 1996 for the mark "PARK CITY SKI AREA TEAM 2002"; and
- (2) Service Mark Application Serial No. 75/035959, filed December 22, 1995 for the mark "SKI PARK CITY 2002";

WHEREAS, the Assignor is the owner of the following federal trademark registrations issued by the United States Patent and Trademark Office:

- (1) Service Mark Registration No, 2,015,716, issued November 12, 1996 for the mark "2002! THE WORLD'S CHOICE!";
- (2) Service Mark Registration No. 2,150,039, issued April 14, 1998 for the mark "PARK CITY SKI AREA 2002!";
- (3) Service Mark Registration No. 2,017,783, issued November 19, 1996 for the mark "2002! DON'T WAIT TO SEE WHY"; and
- (4) Service Mark Registration No. 2,246,907, issued May 25, 1999 for the mark "PARK CITY 2002".

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WHEREAS, UNITED STATES OLYMPIC COMMITTEE, with a principal place of business at One Olympic Plaza, Colorado, Springs, Colorado, 80909, (hereinafter referred to as "Assignee"), desires to secure the entire right, title, and interest in and to said marks, 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 incorporating the term "2002" 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 together with 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 "TRADEMARKS 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 TRADEMARKS 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

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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 Assignee agrees to

prosecute and maintain, at Assignee's expense, the existing applications and registrations, and to
reimburse Assignor five thousand dollars in prosecution expenses.

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 owner of the entire right, title, and interest in and to the same trademark applications, TRADEMARKS AND GOODWILL, 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 trademarks.

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

GREATER PARK CITY COMPANY

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Its President, General Manager

STATE OF UTAH

: 5\$

COUNTY OF SUMMIT

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.

A MARIE PREIB STATEOUGLOST

Residing at 2-4

My Commission Expires:

RECORDED: 03/22/2001