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U.S. DEPARTMENT OF COMMERCE
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Form PTO-1594
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original documents or copy thereof.

To the Honorable Commissioner of F

1. Name of conveying party(ies): 11/2/02
Greater Park City Company
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State UT
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Fleet National Bank
F/K/A: BankBoston, N.A.
F/K/A: The First National Bank of Boston
Street Address: 100 Federal Street
City: Boston State: MA Zip: 02110
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____
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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: October 31, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 22

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Christopher E. Kondracki
Internal Address: _____
Street Address: 2001 Jefferson Davis, Hwy.,
Suite 505
City: Arlington State: VA Zip: 22202

7. Total fee (37 CFR 3.41).....\$ 565.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:

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

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.
Christopher E. Kondracki [Signature] 11/02/02
Name of Person Signing Signature Date

01/08/2002 DBYRNE 00000063 76053139
01 FC:481
02 FC:482

Total number of pages including cover sheet, attachments, and document: 10
40.00 OP documents to be recorded with required cover sheet information to:
525.00 OP Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

**Trademark Applications
Continuation of Item 4A**

Mark	Filing Date	Applications
Legacy Lodge	5/22/00	76/053,139
Legacy Ski an Ride	5/22/00	76/053,149
Mountaincross	9/29/00	76/137,753
Miscellaneous Trademark	8/16/99	75/776,256
Miscellaneous Trademark	8/16/99	75/776,792
PCMR	10/4/99	75/813,818
Ziprider	8/27/01	76/304,952

**Trademark Registrations
Continuation of Item 4B**

Mark	Filing Date	Registrations
Park City Mountain Resort	2/27/01	2,432,249
Park City Mountain Resort	12/26/00	2,415,258
Park City Mountain Resort	10/3/00	2,391,856
Park City Mountain Resort	6/27/00	2,361,928
Park City Mountain Resort	6/29/99	2,257,774
Park City Mountain Resort	7/6/99	2,259,883
Park City Mountain Resort	11/2/99	2,290,449
Park City Ski Holiday	10/5/99	2,283,770
Park City Mountain Reservations	6/27/99	2,265,479
Park City Ski Area	11/16/93	1,804,854
Park City Ski Area and Design	11/9/93	1,803,462
Heart of American Skiing	4/11/95	1,888,944
America's Opening	11/2/93	1,802,123
Savins Bagels	5/18/99	2,246,792
The Rest Are Just	10/13/98	2,195,702

FIRST AMENDMENT TO
AMENDED AND RESTATED
TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT

This **FIRST AMENDMENT TO AMENDED AND RESTATED TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT** (this "Amendment") is made as of this 31 day of October, 2001 by and among

GREATER PARK CITY COMPANY, a Utah corporation (hereinafter, "Assignor"),
and

FLEET NATIONAL BANK, a national banking association (f/k/a BankBoston, N.A., f/k/a The First National Bank of Boston), as agent (hereinafter, in such capacity, the "Agent") for itself and the other financial institutions (hereinafter, collectively, the "Banks") which are or may become parties to the Credit Agreement (defined below),

in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

WITNESSETH

WHEREAS, on May 30, 1998, Powdr Corp. (formerly known as Alpine Meadows of Tahoe, Inc.), a Delaware corporation, Alpine Meadows Ski Corporation, a California corporation, Boreal Ridge Corporation, a California corporation, and Assignor (collectively, the "Borrowers"), the Agent and Banks entered into a certain Amended and Restated Revolving Credit and Term Loan Agreement (as amended and in effect from time to time, the "1998 Credit Agreement"),

WHEREAS, in connection with the 1998 Credit Agreement, among other things, on May 30, 1998, Assignor executed and delivered to the Agent that certain Amended and Restated Trademark Collateral Security and Pledge Agreement (the "Pledge Agreement") pursuant to which, among other things, the Assignor granted to the Agent, for the ratable benefit of the Banks, a continuing security interest in and first priority lien on the Pledged Trademarks (as more particularly described in the Pledge Agreement) and pledged and mortgaged (but did not transfer title to) the Pledged Trademarks as security for the Assignor's Obligations (as defined in the Pledge Agreement) to the Agent and the Banks;

WHEREAS, the Agent, the Banks, the Assignor, Alpine Meadows Ski Corporation, Boreal Ridge Corporation, Powdr Corp., and Mt. Bachelor, Inc., an Oregon corporation have on this date entered into a certain Second Amended and Restated Revolving Credit and Term Loan Agreement (the "Restated Agreement") pursuant to which, among other things, the Banks have agreed to amend and restate the 1998 Credit Agreement in order to increase the Banks' commitments and to make certain other changes to the terms and provisions of the 1998 Credit Agreement;

WHEREAS, it is a condition precedent to the Bank's and the Agent's entering into the Restated Agreement that the Assignor execute and deliver to the Agent, for the benefit of the Banks and the Agent, this Amendment to, among other things, confirm and continue its pledge of Pledged Trademarks to secure the payment and performance of all of its Obligations, as amended by the Restated Agreement; and

WHEREAS, the Assignor wishes to execute and deliver this Amendment to the Agent in order to, among other things, confirm and continue its pledge of Pledged Trademarks to secure the payment and performance of all of its Obligations, as amended by the Restated Agreement;

NOW, THEREFORE, in consideration of these premises (the foregoing recitals being part of this Amendment), the Assignor agrees with the Agent that the Pledge Agreement is hereby amended as follows:

1. **Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Pledge Agreement.
2. **Amendments to Pledge Agreement.**
 - a. Any and all references in the Pledge Agreement to the term "Borrower" and "Borrowers" shall mean, individually and collectively, each of Powdr Corp. (formerly known as Alpine Meadows of Tahoe, Inc.), a Delaware corporation, Alpine Meadows Ski Corporation, a California corporation, Boreal Ridge Corporation, a California corporation, Greater Park City Company, a Utah corporation, and Mt. Bachelor, Inc., an Oregon corporation.
 - b. Any and all references in the Pledge Agreement to the term "Credit Agreement" shall mean and refer to that certain Second Amended and Restated Revolving Credit and Term Loan Agreement dated October __, 2001 by and among Powdr Corp. (formerly known as Alpine Meadows of Tahoe, Inc.), a Delaware corporation, Alpine Meadows Ski Corporation, a California corporation, Boreal Ridge Corporation, a California corporation, Greater Park City Company, a Utah corporation, and Mt. Bachelor, Inc., an Oregon corporation, as Borrowers thereunder, Fleet National Bank, as Agent for a syndicate of Banks, and such Banks, as the same may hereafter further modified, amended, substituted or restated.
 - c. Any and all references in the Pledge Agreement to the term "Security Agreement" shall mean and refer to that certain Amended and Restated Security Agreement dated May 30, 1998, as amended by that certain First Amendment to Amended and Restated Security Agreement dated October __, 2001 by and among Powdr Corp. (formerly known as Alpine Meadows


of Tahoe, Inc.), a Delaware corporation, Alpine Meadows Ski Corporation, a California corporation, Boreal Ridge Corporation, a California corporation, Greater Park City Company, a Utah corporation, and Mt. Bachelor, Inc., an Oregon corporation, as the same may hereafter be further modified, amended, substituted or restated.

- d. Section 8 of the Pledge Agreement is hereby amended by inserting the following words ", from time to time" after the words "Commonwealth of Massachusetts" in the sixth (6th) line of said Section 8.
 - e. Section 17 of the Pledge Agreement is hereby amended by deleting the reference to "C. Drew Piculell" therein and substituting "Gregory C. Badger" in its stead.
3. **Pledged Trademarks.** The Assignor warrants and represents to the Agent that Schedule A to the Agreement is true and accurate in all respects and reflects all Trademarks, Trademark Registrations, Trademark License Rights, Trademark Rights, Associated Goodwill, Related Assets which are owned or licensed by the Assignor. The Assignor does not own or have rights to any of the foregoing which are not set forth on Schedule A.
4. **Retification of Pledge Agreement.** Except as provided herein, all terms and conditions of the Pledge Agreement remain in full force and effect. The Assignor hereby ratifies, confirms, and reaffirms all representations, warranties, and covenants contained therein and acknowledges and agrees that the Obligations, are and continue to be secured by the Pledged Trademarks previously granted, and any Pledged Trademarks pledged hereafter, for the ratable benefit of the Banks.
5. **Miscellaneous.**
- a. This Amendment may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument.
 - b. This Amendment expresses the entire understanding of the parties with respect to the transactions contemplated hereby. No prior negotiations or discussions shall limit, modify, or otherwise affect the provisions hereof.
 - c. Any determination that any provision of this Amendment or any application hereof is invalid, illegal or unenforceable in any respect and in any instance shall not effect the validity, legality, or enforceability of such provision in any other instance, or the validity, legality or enforceability of

any other provisions of this Amendment.

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the day and year first above written.

GREATER PARK CITY COMPANY

By:  _____

Name: John D. Cumming

Title: Chairman

FLEET NATIONAL BANK, as Agent

By: _____

Name:

Title:

6628253

any other provisions of this Amendment.

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the day and year first above written.

GREATER PARK CITY COMPANY

By: _____
Name:
Title:

FLEET NATIONAL BANK, as Agent

By: _____
Name: *[Signature]*
Title:

662825.3

Schedule ATrademarks and Trademark Registrations owned by Greater Park City Company

<u>Trademark or Service Mark</u>	<u>United States Patent and Trademark Office Registration Number</u>	<u>Registrations--- Registration Date</u>
SKIOSK	2,432,249	2/27/01
PARK CITY MOUNTAIN RESORT	2,415,258	12/26/00
PARK CITY MOUNTAIN RESORT	2,391,856	10/3/00
PARK CITY MOUNTAIN RESORT	2,361,928	6/27/00
PARK CITY MOUNTAIN RESORT	2,257,774	6/29/99
PARK CITY MOUNTAIN RESORT	2,259,883	7/6/99
PARK CITY MOUNTAIN RESORT	2,290,449	11/2/99
PARK CITY SKI HOLIDAY	2,283,770	10/5/99
PARK CITY MOUNTAIN RESERVATIONS	2,265,479	6/27/99
PARK CITY SKI AREA	1,804,854	11/16/93
PARK CITY SKI AREA AND DESIGN	1,803,462	11/9/93
HEART OF AMERICAN SKIING	1,888,944	4/11/95
AMERICA'S OPENING	1,802,123	11/2/93

SAVINS BAGELS	2,246,792	5/18/99
THE REST ARE JUST	2,195,702	10/13/98

Trademark or <u>Service Mark</u>	Pending Applications--- United States Patent and Trademark Office <u>Filing Number</u>	<u>Filing Date</u>
LEGACY LODGE	76/053,139	5/22/00
LEGACY SKI AND RIDE	76/053,149	5/22/00
MOUNTAINCROSS	76/137,753	9/29/00
MISCELLANEOUS TRADEMARK	75/776,256	8/16/99
MISCELLANEOUS TRADEMARK	75/776,792	8/16/99
PCMR	75/813,818	10/4/99
ZIPRIDER	76/304952	8/27/01

Trademark or <u>Service Mark</u>	Pending Applications--- Utah Patent and Trademark Office <u>Serial Number</u>	<u>Filing Date</u>
PARK CITY SKI CORPORATION	29,669	1/27/99
SILVER PUTT PARK	29,670	2/3/99
ALPINE SLIDE	29,671	1/27/89
ALPINE SLIDE	38,267	2/3/99