

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

**1. Name of conveying party(ies):**

Crested Butte, LLC

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Colorado Limited Liability Company

Additional name(s) of conveying party(ies) attached?  Yes  No

**3. Nature of conveyance:**

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

Execution Date: 03/01/2004

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

Name: KeyBank National Association

Internal

Address: Attention: Michael J. Vegh

Street Address: 601 108th Avenue NE, 5th Floor

City: Bellevue State: WA Zip: 98004

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other National Banking Association

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

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

A. Trademark Application No.(s) \_\_\_\_\_  
\_\_\_\_\_

B. Trademark Registration No.(s) 1163137  
\_\_\_\_\_

Additional number(s) attached  Yes  No

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

Name: Miriam J. Rovner

Internal Address: Senior Trademark Paralegal

Goodwin Procter LLP

Exchange Place

Street Address: 53 State Street

City: Boston State: MA Zip: 02109-2881

**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:**

07-1700

**DO NOT USE THIS SPACE**

**9. Signature.**

Robert M. O'Connell, Jr.

Name of Person Signing

  
Signature

March 30, 2004

Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

CH \$40.00 071700 1163137

**NOTICE OF SECURITY INTEREST IN TRADEMARKS**


Director of U.S. Patent and Trademark Office  
Box Assignments  
Washington, DC 20231

Ladies and Gentlemen:

Pursuant to that certain Security Agreement (as amended, the "Security Agreement") dated as of March 1, 2004 by and between CRESTED BUTTE, LLC, a Colorado limited liability company (the "Assignor"), TRIPLE PEAKS LLC, a Colorado limited liability company ("Triple Peaks"), THE SUNAPEE DIFFERENCE, LLC, a New Hampshire limited liability company ("Sunapee"), OKEMO LIMITED LIABILITY COMPANY, a Vermont limited liability company ("Okemo"), MT. CB REAL ESTATE, LLC, a Colorado limited liability company ("CB Real Estate"), and CB OPERATIONS, LLC, a Colorado limited liability company ("CB Opc") (each of Triple Peaks, Okemo, Sunapee, the Assignor, CB Real Estate and CB Opc, a "Debtor," and collectively, the "Debtors"), and KEYBANK NATIONAL ASSOCIATION, as agent for itself and the other lenders which are parties to the Credit Agreement (as described below) (the "Assignee"), the Assignor has granted to the Assignee a continuing security interest in and conditional assignment of the following, whether now owned or licensed (whether as licensee or licensor) or hereafter acquired or licensed (whether as licensee or licensor) by the Assignor: all trademarks and trademark applications, including, without limitation, each trademark identified in Schedule I attached hereto and made a part hereof and each trademark application identified in such Schedule I, and including, without limitation, (i) all trademarks described and claimed therein and the right to make, use or sell or advertise for sale the same, (ii) the right to sue or otherwise recover for any infringements or misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past and future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of the Assignor accruing thereunder or pertaining thereto (all of the foregoing being hereinafter collectively referred to as the "Trademarks"). The security interest granted in the Assignor's Trademarks pursuant to the Security Agreement secures payment and performance in full of all Obligations (as defined in the Security Agreement), including without limitation all Lender Obligations now or hereafter existing under that certain Credit Agreement dated as of March 1, 2004 by and among the Debtors, the lenders from time to time party thereto, KEYBANK NATIONAL ASSOCIATION, a national banking association, as Agent for the lenders, U.S. BANK NATIONAL ASSOCIATION, a national banking association, as Syndication Agent for the lenders, and BANKNORTH, N.A., a national banking association, as Documentation Agent for the lenders (as amended, the "Credit Agreement"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to duly execute this Notice of Security Interest in Trademarks as of this 1<sup>st</sup> day of March, 2004.

CRESTED BUTTE, LLC  
By: Triple Peaks, LLC, its  
Member Manager

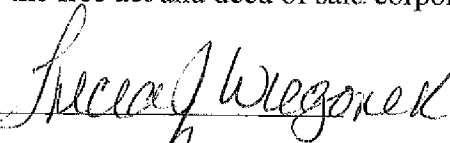
By:   
Name: Timothy T. Mueller  
Title: Sole Manager

STATE OF MASSACHUSETTS  
COUNTY OF SUFFOLK

On this 1<sup>st</sup> day of March, 2004, before me personally appeared Timothy T. Mueller, Sole Manager of TRIPLE PEAKS LLC, a Colorado limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person that executed this instrument, on behalf of said corporation, and acknowledged said instrument so executed to be his free act and the free act and deed of said corporation.

Notary Public:

My commission expires:

  
June 25, 2004



ACCEPTED AND ACKNOWLEDGED BY:

KEYBANK NATIONAL ASSOCIATION, as Agent

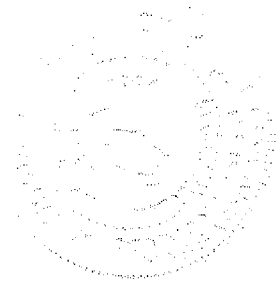


By: \_\_\_\_\_  
Name: Carlton F. Williams  
Title: Senior Vice President

STATE OF MASSACHUSETTS  
COUNTY OF SUFFOLK

On this 1<sup>st</sup> day of March, 2004, before me appeared Carlton F. Williams to me personally known, who, being by me duly sworn, did depose and say that he is the Senior Vice President of KEYBANK NATIONAL ASSOCIATION, the bank named in and which executed the foregoing instrument; that being duly authorized he did execute the foregoing instrument on behalf of the bank therein named; and that the foregoing instrument is the free and authorized act and deed of said bank.

Notary Public *Lucia J. Wiczorek*  
My commission expires: *June 28, 2007*



SCHEDULE ITRADEMARKS

<u>Owner</u>	<u>Trade Marks/ Service Mark</u>	<u>Registration/ Application No.</u>	<u>Date Registered/ Applied For</u>
Crested Butte, LLC*	<b>Crested Butte</b>	1,163,137	July 21, 1981

\* Upon assignment from Crested Butte Mountain Resort, Inc.