

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mirabella Estates, LP		10/24/2003	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA	
Name:	Exclusive Resorts, LLC
Street Address:	1530 16th Street
Internal Address:	Sixth Floor
City:	Denver
State/Country:	COLORADO
Postal Code:	80202
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Serial Number:	78265840	MIRABELLA MIRABELLA ESTATES, LP

CORRESPONDENCE DATA	
Fax Number:	(703)610-6200
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	7036106147
Email:	boxip@hhlaw.com
Correspondent Name:	Timothy J. Lyden
Address Line 1:	8300 Greensboro Drive, Suite 1100
Address Line 2:	Box Intellectual Property
Address Line 4:	McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	99724.03
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NAME OF SUBMITTER:	Timothy J. Lyden
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Total Attachments: 2
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TRADEMARK ASSIGNMENT

WHEREAS, Mirabella Estates, LP, a Texas limited partnership with offices at 8121 Bee Caves Road, Suite 101, Austin, Texas 78746 ("Assignor"), owns the MIRABELLA, MIRABELLA ESTATES, MIRABELLA ESTATES, LP (Stylized) and Mirabella M Logo marks (collectively, the "Marks");

WHEREAS, on June 23, 2003, Assignor filed a federal service mark application for registration of the MIRABELLA ESTATES, LP (Stylized) mark with the U.S. Patent and Trademark Office (U.S. Service Mark Application Serial No. 78/265,840) (the "Application"); and

WHEREAS, Exclusive Resorts, LLC, a Delaware limited liability company, with offices at 1530 16th Street, Sixth Floor, Denver, Colorado 80202 ("Assignee"), desires to acquire all right, title and interest of Assignor in and to the Marks, including the goodwill associated therewith, the Application and all other rights related thereto the Marks and the Application.

NOW THEREFORE, for good and valuable consideration paid by Assignee, receipt of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, the Application and the right to sue and collect damages and/or profits for past infringements of the Marks (collectively, the "Assets").

EXCEPT AS EXPRESSLY SET FORTH IN THAT CERTAIN ASSET PURCHASE AGREEMENT BY AND AMONG ASSIGNOR, AS SELLER, ASSIGNEE, AS BUYER, AND WILDAIR, LP, DATED ON OR ABOUT THE DATE HEREOF (THE "AGREEMENT"), THE ASSETS ARE BEING CONVEYED TO ASSIGNEE BY ASSIGNOR "AS IS", "WHERE IS" AND WITH ALL FAULTS AND, EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF ASSIGNOR AND ASSIGNEE TO EXPRESSLY REVOKE, RELEASE, NEGATE AND EXCLUDE ALL EXPRESS AND IMPLIED REPRESENTATIONS AND WARRANTIES AS TO (i) THE CONDITION OF THE ASSETS OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES RELATED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (ii) THE NATURE OR QUALITY OF THE ASSETS; (iii) ANY FEATURES OR CONDITIONS AT OR WHICH AFFECT THE ASSETS WITH RESPECT TO ANY PARTICULAR PURPOSE, USE, POTENTIAL OR OTHERWISE; (iv) THE SIZE, SHAPE, CONFIGURATION, QUANTITY, QUALITY, VALUE, MAKE OR CONDITION OF THE ASSETS; (v) ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE ASSETS; (vi) ANY OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE ASSETS; AND (vii) ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND REPRESENTATIONS BY ASSIGNOR OR ANY OTHER PERSON OR ENTITY WHATSOEVER. FURTHERMORE, ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FUTURE PROFITABILITY, FUTURE CASH FLOW OR VIABILITY OF THE BUSINESS IN WHICH THE ASSETS WILL BE USED, ALL OF WHICH ASSIGNEE MUST DETERMINE FROM ITS INVESTIGATION AND BUSINESS ACUMEN.

This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Texas, exclusive of the conflicts of law provisions thereof.

This Trademark Assignment may be executed in any number of counterparts, each of which for all purposes shall be deemed to be an original and all of such counterparts shall together constitute but one and the same instrument.

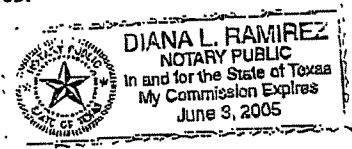
IN WITNESS WHEREOF, Assignor has caused this instrument to be executed as of October 24, 2003.

ASSIGNOR:
MIRABELLA ESTATES, LP, a Texas limited partnership
By: Convergence Resorts GP, LLC, a Texas limited liability company, General Partner

By: Thomas B. Martin
Thomas B. Martin, President

THE STATE OF TEXAS §
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COUNTY OF TRAVIS §

This instrument was acknowledged before me this 23rd day of October, 2003, by Thomas B. Martin, President of Convergence Resorts GP, LLC, a Texas limited liability company, General Partner of Mirabella Estates, LP, a Texas limited partnership, known to me by his Texas drivers license, on behalf of said entities.



Diana L. Ramirez
Notary Public in and for the State of Texas
My commission expires: 6/3/05