

4/2/04

04-06-2004

Form PTO-1594 (Rev. 10/02)

RE



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

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

Tab settings

102714287

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

1. Name of conveying party(ies):

TELLURIDE SKI & GOLF COMPANY, LLLP

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

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

3. Nature of conveyance:

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

Execution Date: February 5, 2004

2. Name and address of receiving party(ies)

Name: TSG SKI & GOLF, LLC

Internal Address:

Street Address: 565 Mountain Village Blvd.

City: Telluride State: CO Zip: 81435

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State

Other limited liability company. If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

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

A. Trademark Application No.(s)

74/562,068, 74/574,993, 75/831,841

B. Trademark Registration No.(s)

1,962,793, 1,957,309, 2,445,917

Additional number(s) attached Yes No

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

Name: Molly Silver

TSG Ski & Golf, LLC

Street Address: 565 Mountain Village Blvd.

City: Telluride State: CO Zip: 81435

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41) \$ 120.00

- 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.

JAMES O. WEAR

Signature

03/24/04 Date

as Executive Vice President of Telluride Ski & Golf Company, LLC

04/05/2004 DBYRNE 00000207 1962793

01 FC:4521 02 FC:4522

Refund Ref: 04/05/2004 DBYRNE 0000135335

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

CHECK Refund Total: \$30.00

TRADEMARK REEL: 002943 FRAME: 0060

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is made and entered into as of February 5, 2004 by and between TELLURIDE SKI & GOLF COMPANY, LLLP, a Colorado limited liability limited partnership, having a place of business at 565 Mountain Village Boulevard, Telluride, CO 81435 ("Telski"), and TSG SKI & GOLF, LLC, a Delaware limited liability company, its successors and assigns ("Assignee").

WHEREAS, Telski is executing this Assignment to evidence and confirm the assignment to Assignee of all of Telski's right, title and interest in and to each and all of the trademarks listed on Exhibit A hereto and incorporated herein by this reference, together with each and all goodwill pertaining thereto (collectively, the "Trademarks").

NOW, THEREFORE, in consideration of the foregoing premises, the covenants and agreements contained in this Assignment, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to evidence, implement and confirm the assignment of the Trademarks, Telski and Assignee hereby agree as follows:

1. Telski does hereby sell, transfer, convey, assign, grant, set over and deliver to Assignee, and Assignee hereby accepts, all of Telski's right, title, and interest in and to the Trademarks, free and clear of all liens, mortgages, options, charges, title defects, security interests and similar encumbrances, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, designees, nominees and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Telski if this Assignment and sale had not been made, together with all causes of action (in law or equity), claims, demands and any other rights for or arising from any past, present or future infringement of the Trademarks, along with the right to sue for and collect any damages for the use and benefit of Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives.

2. Telski represents and warrants that, at the time of the execution and delivery of this Assignment, Telski possesses the unencumbered right and authority to make this Assignment. Telski further represents, warrants and covenants that the execution and delivery of this Assignment does not breach any agreement to which Telski is a party, and Telski has not entered into, and will not enter into, any oral or written agreement in conflict with this Assignment.

3. As may be requested by Assignee or its designee or other legal representative from time to time after the date hereof, Telski agrees to assist Assignee, or Assignee's successors, assigns, designees, nominees or other legal representatives, in a commercially reasonable manner, without further consideration, to (i) evidence, record and perfect the assignment of the Trademarks and (ii) secure Assignee's rights in the Trademarks, including, but not limited to, the execution, delivery and filing of all applications, specifications, oaths, assignments, powers-of-attorney and similar instruments reasonably necessary to assign and convey to Assignee, or Assignee's successors, assigns, designees, nominees or other legal representatives, all right, title and interest in and to the Trademarks.

4. Telski hereby authorizes and requests the each and every organization or authority, including but not limited to the United States Patent & Trademark Office, whose duty it is to issue, certify or assign registrations or applications for service marks, trademarks, patents, copyrights, Internet domain names or other evidence or forms of intellectual property protection, to issue, certify or assign as appropriate, the same to Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives in accordance with the terms of this Assignment.

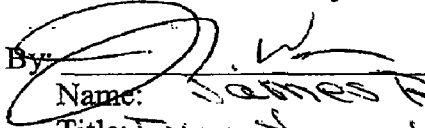
5. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, Telski and Assignee caused this Assignment to be duly executed as of the date first written above.

Telski:

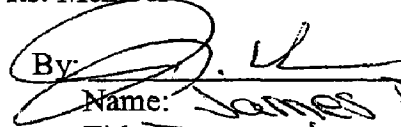
TELLURIDE SKI & GOLF COMPANY, LLLP, a Colorado limited liability limited partnership

By: 
Name: James R. Wear
Title: Executive Vice President

Assignee:

TSG SKI & GOLF, LLC, a Delaware limited liability company

By: TELLURIDE SKI & GOLF COMPANY, LLLP, a Colorado limited liability limited partnership
Its: Member

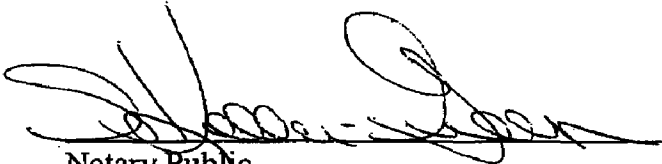
By: 
Name: James R. Wear
Title: Executive Vice President

STATE OF COLORADO)
) ss.
COUNTY OF SAN MIGUEL)

The foregoing instrument was acknowledged before me this 5th day of February, 2004, by James R. Wear as Executive Vice President for TELLURIDE SKI & GOLF COMPANY, LLLP, a Colorado limited liability limited partnership, for and on behalf of the limited liability limited partnership.

Witness my hand and official seal.
My Commission Expires: 10/2/05

**S. KELLER-GREEN
NOTARY PUBLIC
STATE OF COLORADO**
My Commission Expires 10/02/05


Notary Public

**Exhibit A
Trademarks**

Marks	Application No.	Registration No.	Registration Date
TELLURIDE	74/562,068	1,962,793	03/19/1996
THE MOST BEAUTIFUL PLACE YOU'LL EVER SKI!	74/574,993	1,957,309	02/20/1996
TELLURIDE TEACHING SYSTEM	75/831,841	2,445,917	04/24/2001

Phoenix/257286.4

RECORDED: 04/02/2004

**TRADEMARK
REEL: 002943 FRAME: 0064**