

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Termination and Release of Security Interest in Trademark Rights (Previously Recorded at Reel 2722 Frame 0902)

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation, as Administrative Agent		11/24/2004	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	Steamboat Ski & Resort Corporation
Street Address:	2305 Mt. Werner Circle
City:	Steamboat Springs
State/Country:	COLORADO
Postal Code:	80487
Entity Type:	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	932707	STEAMBOAT
Registration Number:	1784483	STEAMBOAT CENTRAL RESERVATIONS
Registration Number:	2261558	PIONEER RIDGE
Registration Number:	2456466	CHAMPAGNE POWDER
Registration Number:	2469986	CHAMPAGNE POWDER

## CORRESPONDENCE DATA

Fax Number: (212)455-2502

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

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Email: LLevy@stblaw.com

Correspondent Name: Robyn Rahbar, Esq.

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Address Line 2: 425 Lexington Avenue

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900016637

TRADEMARK  
REEL: 002989 FRAME: 0818

OP \$140.00 932707

ATTORNEY DOCKET NUMBER:	032375/0321
NAME OF SUBMITTER:	Lea B. Levy
Total Attachments: 4 source=SSR_TR#page1.tif source=SSR_TR#page2.tif source=SSR_TR#page3.tif source=SSR_TR#page4.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of November 24, 2004, from General Electric Capital Corporation, a Delaware corporation, as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to STEAMBOAT SKI & RESORT CORPORATION, a Delaware Corporation (the "Grantor"), with its principal place of business located at 2305 Mt. Werner Circle Steamboat Springs, CO 80487.

WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of February 14, 2003 made by the Grantors (as defined therein) in favor of the Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantor to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights dated as of February 14, 2003, among the Agent and the Grantor (the "Security Agreement"), the Grantor, by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on May 2, 2003, at Reel 2722 and Frame 0902; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement and the Security Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

GENERAL ELECTRIC CAPITAL  
CORPORATION, as Administrative Agent

By: *Julia R Meade*  
Name: Julia R. Meade  
Title: Duly Authorized Signatory

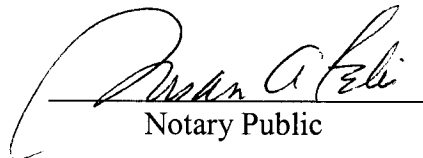
[IP Release for Steamboat Ski & Resort Corporation]

TRADEMARK  
REEL: 002989 FRAME: 0821

STATE OF Connecticut )  
COUNTY OF Fairfield )

SS.:

On this 23 day of November, 2004, before me personally appeared Julie Meader to me known who, being by me duly sworn, did depose and say that he/she is Authorized Signatory of General Electric Capital Corporation, described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by General Electric Capital Corporation.

  
Notary Public

(Affix Seal Below)

**SUSAN A. FELIS**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES FEB. 23, 2007

[IP Release for Steamboat Ski & Resort Corporation]

**TRADEMARK**  
**REEL: 002989 FRAME: 0822**

Schedule A

U.S. Trademark Applications

<b>Title</b>	<b>Application Number</b>
STEAMBOAT (stylized)	932,707
STEAMBOAT CENTRAL RESERVATIONS	1,784,483
PIONEER RIDGE	2,261,558
CHAMPAGNE POWDER	2,456,466
CHAMPAGNE POWDER	2,469,986