

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mountain High Holdings, L.L.C.		07/12/2005	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Mountain High Resort Associates, LLC		
Street Address:	24510 State Highway 2		
City:	Wrightwood		
State/Country:	CALIFORNIA		
Postal Code:	92397		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2810046	MOUNTAIN HIGH RESORT	
Registration Number:	2827213	MOUNTAIN HIGH RESORT	
CORRESPONDENCE DATA			
Fax Number:	(404)527-4198		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	mlaip@mckennalong.com		
Correspondent Name:	Patricia Rogers		
Address Line 1:	303 Peachtree Street, N.E.		
Address Line 2:	Suite 5300		
Address Line 4:	Atlanta, GEORGIA 30308		
NAME OF SUBMITTER:	Patricia Rogers		
Signature:	/progers/		
Date:	07/28/2005		

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Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of _____, 2005 by and between MOUNTAIN HIGH HOLDINGS, L.L.C., a Delaware limited liability company ("Assignor"), and MOUNTAIN HIGH RESORT ASSOCIATES, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks set forth on Schedule A and the corresponding registrations and/or applications for registration and common law rights (collectively, the "Trademarks"), together with the goodwill of the business connected with and symbolized by the Trademarks; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

Assignor hereby sells, assigns, transfers and conveys to Assignee, free and clear of all encumbrances, the entire right, title, interest in and to the Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority and common law rights that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration set forth on Schedule A to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary (whether in hard copy, electronically and/or online) and perform such other and further acts reasonably requested by Assignee to effect this assignment or to confirm Assignee's ownership of the Trademarks.


This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have hereby executed this Assignment as of the day and year first written above.

ASSIGNEE:


MOUNTAIN HIGH RESORT ASSOCIATES, LLC,
a Delaware limited liability company


By: 
Name: Taylor Shulka
Title: Secretary

ASSIGNOR:

MOUNTAIN HIGH HOLDINGS, L.L.C.,
a Delaware limited liability company

By Oaktree Capital Management, LLC,
a California limited liability company
Its Manager

By: 
Name: Wm. Green
Title: Authorized signatory

By: 
Name: Scott Chernis
Title: Authorized signatory

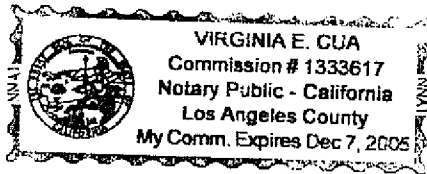
STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On this 11th day of July, 2005, before me, VIRGINIA CUA
a Notary Public in and for the State of CALIFORNIA
personally appeared WILLIAM G. GEIGER ~~personally known to me~~ (or proved on the basis of
satisfactory evidence) to be the person(s) whose name(s) is are subscribed to the within
instrument and acknowledged to me that he she/they executed the same in his her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature Virginia E Cua

My commission expires December 7, 2005



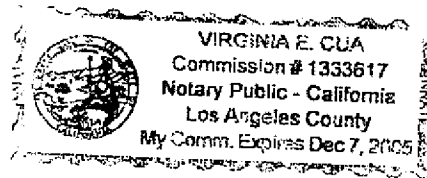
STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On this 11th day of July, 2005, before me, VIRGINIA CUA
a Notary Public in and for the State of CALIFORNIA
personally appeared SCOTT B. CHERNOFF ~~personally known to me~~ (or proved on the basis of
satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature Virginia E. Cua

My commission expires December 7, 2005



Schedule A

TRADEMARKS

<u>FILE NO.</u>	<u>MARK</u>	<u>DESCRIPTION OF GOODS/SERVICES</u>	<u>STATUS</u>
960-002(M)	MOUNTAIN HIGH RESORT (word mark)	Ski Resort Services (Class 41)	Registered 2/3/04
960-003	MOUNTAIN HIGH RESORT (& design)	Ski Resort Services (Class 41)	Registered 3/30/04