

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Telluride Ski & Golf Company, LLLP		02/05/2004	limited liability limited partnership: COLORADO
RECEIVING PARTY DATA			
Name:	TSG Ski & Golf, LLC		
Street Address:	565 Mountain Village Boulevard		
City:	Telluride		
State/Country:	COLORADO		
Postal Code:	81435		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	74611907	TELLURIDE	
CORRESPONDENCE DATA			
Fax Number:	(303)863-0223		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303-863-9700		
Email:	mtrudell@sheridanross.com		
Correspondent Name:	Miriam Trudell, Sheridan Ross P.C.		
Address Line 1:	1560 Broadway, Suite 1200		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	2590-9		
NAME OF SUBMITTER:	Miriam Trudell		
Signature:	/miriam trudell/		
Date:	05/16/2006		

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Total Attachments: 6

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This first Addendum modifies the Assignment that is attached as Exhibit 1, which has an effective date of February 5, 2004 ("the Assignment"), by and between TELLURIDE SKI & GOLF COMPANY, LLLP ("Telski") and TSG SKI & GOLF, LLC ("Assignee"). This Addendum shall be effective as of February 5, 2004 ("Effective Date").

This Addendum is entered into to include an additional U.S. Trademark/Service Mark Application that was unintentionally omitted from the Assignment;

1. For the consideration set forth in the Assignment which is incorporated by this reference, Telski and Assignee hereby agree as follows:

Add the following U.S. Application to Exhibit A of the Assignment:

<u>MARK</u>	<u>U.S. REGISTRATION/APPLICATION NO.</u>
TELLURIDE	Applic. No. 74/611,907


2. This Addendum in no way affects any terms of the Assignment other than as described above. The Assignment shall remain and continue in full force and effect as amended by this Addendum.

3. This Addendum may be executed in counterparts and each taken together shall constitute one and the same document. Likewise, this Addendum may be executed by facsimile signatures, each of which shall constitute an original signature.

IN WITNESS WHEREOF, the parties have executed this Addendum.

**TELLURIDE SKI & GOLF
COMPANY, LLLP**

TSG SKI & GOLF, LLC
By: TELLURIDE SKI & GOLF
COMPANY, LLLP
Its: Member

By: 
Name: JAMES R. WEAR
Title: Ex. Vice President

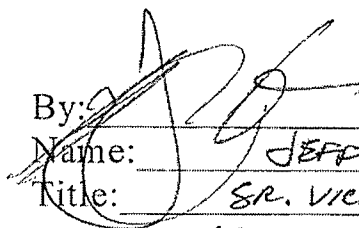
By: 
Name: JEFF PROTEAN
Title: SR. VICE PRESIDENT - REPORT
OPERATIONS.

EXHIBIT 1

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.

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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]

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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: 10/02/05

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

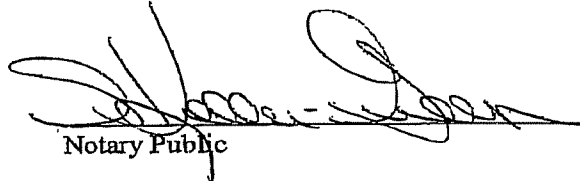

Notary Public

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

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