

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
American Skiing Company		05/10/2007	CORPORATION:
Killington Ltd.		05/10/2007	CORPORATION:
Pico Ski Area Management Company		05/10/2007	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	MTB Killington, LLC, c/o Powdr Corp.
<b>Street Address:</b>	PO Box 4646
<b>Internal Address:</b>	1790 Bonanza Drive, Suite W201
<b>City:</b>	Park City
<b>State/Country:</b>	UTAH
<b>Postal Code:</b>	84060
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:

<b>Name:</b>	AMSC Killington, LLC, c/o Powdr Corp.
<b>Street Address:</b>	PO Box 4646
<b>Internal Address:</b>	1790 Bonanza Drive, Suite W201
<b>City:</b>	Park City
<b>State/Country:</b>	UTAH
<b>Postal Code:</b>	84060
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:

<b>Name:</b>	SP II Resort LLC
<b>Street Address:</b>	c/o E2M Partners, LLC
<b>Internal Address:</b>	3401 Armstrong Avenue
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75205
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:

CH \$140.00 78433950

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	78433950	KILLINGTON VERMONT
Serial Number:	78977472	KILLINGTON VERMONT
Serial Number:	74141645	KILLINGTON VERMONT
Serial Number:	78680409	K
Serial Number:	78672634	RISE ABOVE

**CORRESPONDENCE DATA**

Fax Number: (212)310-8007  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Email: rekha.ramani@weil.com, phyllis.depaola@weil.com  
Correspondent Name: Weil, Gotshal & Manges c/o Rekha Ramani  
Address Line 1: 767 5th Avenue  
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	39818.0007
NAME OF SUBMITTER:	Rekha Ramani
Signature:	/Rekha Ramani/
Date:	05/11/2007

Total Attachments: 9  
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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of May 10, 2007 ("Effective Date") by and among American Skiing Company, a Delaware corporation, Killington Ltd., a Vermont corporation, and Pico Ski Area Management Company, a Vermont corporation (collectively, "Assignor"), and MTB Killington, LLC, a Delaware limited liability company, AMSC Killington, LLC, a Delaware limited liability company, and SP II Resort LLC, a Delaware limited liability company, as Tenants in Common (collectively, "Assignee").

**WHEREAS**, SP Land Company, LLC ("SPLC") has entered into a Purchase Agreement dated February 16, 2007 (the "Agreement") with Assignor, pursuant to which SPLC has agreed to acquire substantially all of the assets owned by Assignor that are used or held for use in the alpine ski and snowboard resort known as the Killington and Pico Ski areas (the "Assets");

**WHEREAS**, Assignor is the owner of the trademarks and trademark applications listed in the attached Schedule A and included in the Assets (the "Trademarks");

**WHEREAS**, the Agreement permits SPLC to assign its rights (in whole or in part) under the Agreement to one or more affiliates of E2M Partners, LLC or Powdr Corp.;

**WHEREAS**, SPLC has assigned its right to acquire the Assets, including without limitation, the Trademarks, to Assignee; and

**WHEREAS**, pursuant to the Agreement, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, the Trademarks.

**NOW, THEREFORE**, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged:

1. Assignor does hereby sell, assign and transfer to Assignee its entire worldwide right, title and interest in the Trademarks, together with the goodwill connected with and symbolized by the Trademarks, or to which the Trademarks pertain, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which said Trademarks are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, as assignee of its entire right, title and interest therein and in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.

2. This Assignment is binding upon, and inures to the benefit of, the parties and their respective legal representatives, successors and assigns.
3. Assignor hereby requests the U.S. Commissioner of Patents and Trademarks and/or the applicable foreign authorities to record this Assignment, as to the Trademarks herein referred to.
4. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Trademarks.
5. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be governed by the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflict of laws.
6. Upon reasonable request by Assignee, Assignor will execute any and all additional documents and take other action as may be necessary or desirable to record or memorialize the assignments of the Trademarks set forth herein, in the United States or other foreign jurisdictions, as applicable, and to vest in Assignee such right, title, and interest in and to the Trademarks as granted to Assignee.

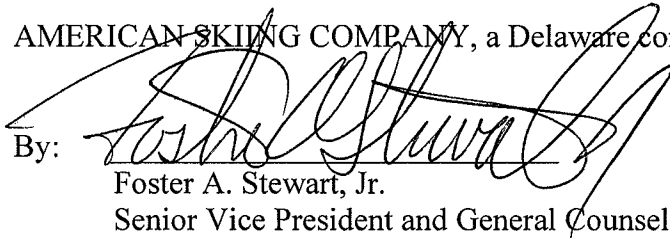
\* \* \* \* \*

**IN WITNESS WHEREOF**, Assignor and Assignee have executed this Assignment as of the Effective Date.

**ASSIGNOR**

AMERICAN SKIING COMPANY, a Delaware corporation

By:

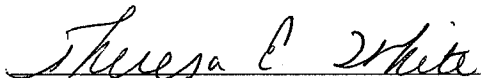


Foster A. Stewart, Jr.  
Senior Vice President and General Counsel

**COMMONWEALTH OF MASSACHUSETTS**

SUFFOLK COUNTY, ss.

On this 9<sup>th</sup> day of May, 2007, before me, the undersigned Notary Public, personally appeared Foster A. Stewart, Jr., proved to me through satisfactory evidence of identification, which was driver's license to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as duly authorized agent and Senior Vice President and General Counsel for American Skiing Company, a Delaware corporation.



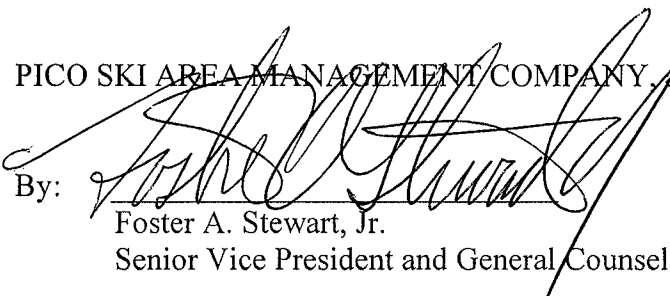
Notary Public

My Commission Expires:

2/5/2010

PICO SKI AREA MANAGEMENT COMPANY, a Vermont corporation

By:

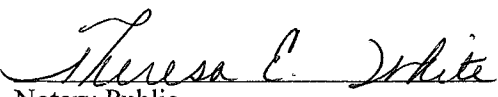
  
Foster A. Stewart, Jr.

Senior Vice President and General Counsel

**COMMONWEALTH OF MASSACHUSETTS**

SUFFOLK COUNTY, ss.

On this 9<sup>th</sup> day of May, 2007, before me, the undersigned Notary Public, personally appeared Foster A. Stewart, Jr., proved to me through satisfactory evidence of identification, which was Driver's License to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as duly authorized agent and Senior Vice President and General Counsel for Pico Ski Area Management Company, a Vermont corporation.

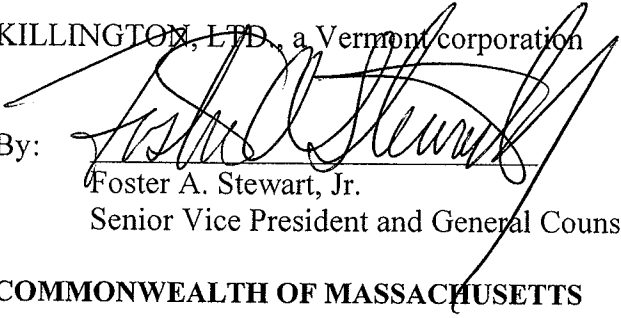
  
Notary Public

My Commission Expires:

2/5/2010

KILLINGTON, LTD., a Vermont corporation

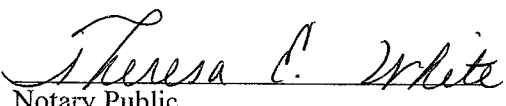
By:

  
Foster A. Stewart, Jr.  
Senior Vice President and General Counsel

**COMMONWEALTH OF MASSACHUSETTS**

SUFFOLK COUNTY, ss.

On this 9<sup>th</sup> day of May, 2007, before me, the undersigned Notary Public, personally appeared Foster A. Stewart, Jr., proved to me through satisfactory evidence of identification, which was driver's license to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as duly authorized agent and Senior Vice President and General Counsel for Killington, Ltd., a Vermont corporation.

  
Notary Public  
My Commission Expires: 2/5/2010

**ASSIGNEE**

MTB KILLINGTON, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

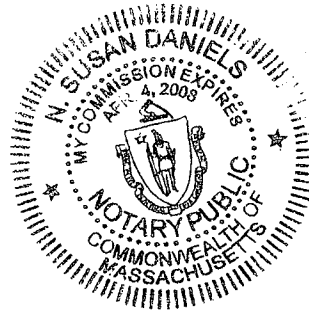
John D. Cumming, Manager

**COMMONWEALTH OF MASSACHUSETTS**

SUFFOLK COUNTY, ss.

On this 9th day of May, 2007, before me, the undersigned Notary Public, personally appeared John D. Cumming, proved to me through satisfactory evidence of identification, which was UT Driver's Lic, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as manager for MTB Killington, LLC, a Delaware limited liability company.

N. Susan Daniels  
Notary Public  
My Commission Expires: 4-4-2008





AMSC KILLINGTON, LLC, a Delaware limited liability company

By: FAE Holdings 392653R, LLC, a Delaware limited liability company  
Its: Member and Manager

By: First American Exchange Company, LLC, a Delaware limited liability company  
Its: Manager

By: Nichole Nunes  
Name: Nichole Nunes  
Its: Authorized Person

**COMMONWEALTH OF MASSACHUSETTS**

SUFFOLK COUNTY, ss.

On this 16<sup>th</sup> day of May, 2007, before me, the undersigned Notary Public, personally appeared N. Nunes, proved to me through satisfactory evidence of identification, which was Mass Driver's Lic., to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as duly authorized person of First American Exchange Company, LLC, a Delaware limited liability company, the manager of FAE Holdings 392653R, LLC, a Delaware limited liability company, the manager and member of AMSC Killington, LLC, a Delaware limited liability company

[Signature]  
Notary Public  
My Commission Expires: 9/29/11

SP II Resort LLC,  
a Delaware limited liability company

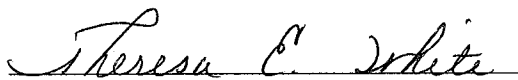
By: Ski Partners II LLC, a Delaware limited liability company,  
Its: Member

By:   
Name: Paul E. Rowsey III  
Title: Chairman

**COMMONWEALTH OF MASSACHUSETTS**

SUFFOLK COUNTY, ss.

On this 9<sup>th</sup> day of May, 2007, before me, the undersigned Notary Public, personally appeared Paul E. Rowsey III, proved to me through satisfactory evidence of identification, which was driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as duly authorized agent and member for Ski Partners II LLC, a Delaware limited liability company, a member of SP II Resort, LLC, a Delaware limited liability company.

  
Notary Public  
My Commission Expires: 3/5/2010

**Schedule A**

**TRADEMARKS**

1. Killington Vermont (stylized) – USPTO Serial No. 78-433,950
2. Killington Vermont (stylized) – USPTO Serial No. 78-977,472
3. Killington Vermont (stylized) – USPTO Serial No. 74-141,645
4. K – USPTO Serial No. 78-680,409
5. Rise Above – USPTO Serial No. 78-672,634