

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                       |  |
|-----------------------|--|
| SUBMISSION TYPE:      | NEW ASSIGNMENT                               |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

**CONVEYING PARTY DATA**

| Name                             | Formerly | Execution Date | Entity Type                |
|----------------------------------|----------|----------------|----------------------------|
| Zephyr Mountain Development, LLC |          | 03/12/2007     | LIMITED LIABILITY COMPANY: |

**RECEIVING PARTY DATA**

|                   |                                       |
|-------------------|---------------------------------------|
| Name:             | Intrawest Hospitality Mangement, Inc. |
| Street Address:   | PO Box 36                             |
| Internal Address: | 85 Parsenn Road                       |
| City:             | Winter Park                           |
| State/Country:    | COLORADO                              |
| Postal Code:      | 80482                                 |
| Entity Type:      | CORPORATION:                          |

**PROPERTY NUMBERS Total: 6**

| Property Type        | Number  | Word Mark               |
|----------------------|---------|-------------------------|
| Registration Number: | 2435919 | ZEPHYR MOUNTAIN LODGE   |
| Registration Number: | 2439470 | ZEPHYR MOUNTAIN LODGE   |
| Registration Number: | 2458356 | ZEPHYR MOUNTAIN LODGE   |
| Registration Number: | 2462590 | ZEPHYR MOUNTAIN LODGE   |
| Registration Number: | 2502712 | ZEPHYR MOUNTAIN LODGE   |
| Registration Number: | 2502713 | ZEPHYR Z MOUNTAIN LODGE |

**CORRESPONDENCE DATA**

Fax Number: (970)968-3155  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 970-968-2318  
 Email: RSchafer@coppercolorado.com  
 Correspondent Name: Rima E. L. Schafer, Esq.  
 Address Line 1: PO Box 3001

OP \$165.00 2435919

Address Line 2: 209 Ten Mile Circle, 2nd Floor  
Address Line 4: Copper Mountain, COLORADO 80443

|                    |                            |
|--------------------|----------------------------|
| NAME OF SUBMITTER: | Rima E. L. Schafer, Esq.   |
| Signature:         | /Rima E. L. Schafer, Esq./ |
| Date:              | 05/25/2007                 |

Total Attachments: 4  
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## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT of Trademarks (this "**Agreement**"), dated as of March 12, 2007, is by and between Zephyr Mountain Development LLC, Delaware limited liability company ("**Assignor**") and Intrawest Hospitality Management, Inc., a Delaware corporation (the "**Assignee**").

### RECITALS:

WHEREAS, Assignor is the owner of certain trademarks as more fully described in Exhibit A attached hereto and incorporated herein by this reference (the "Trademarks");

WHEREAS, Assignor wishes to assign all of its interest in the Trademarks to the Assignee and Assignee wishes to accept an assignment of the Trademarks.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor assigns, conveys and transfers all its right, title, interest and goodwill in the Trademarks to Assignee, its successors and assigns, from and after March 12, 2007 (the "**Effective Date**").

2. Acceptance. Assignee hereby accepts this assignment as of the Effective Date.

3. Representations of Assignor. Assignor represents and warrants to Assignee that:

(a) Assignor is aware of no legal proceedings against it in connection with the Trademarks;

(b) The assignment by Assignor contained herein is free and clear of all claims against or debts of the Assignor. Assignor agrees to indemnify and hold Assignee's officers, directors, partners, members, managers, shareholders, employees and representatives harmless from any loss, claim or damage, including costs and attorneys fees that any of them may incur as a result of Assignor's breach of the preceding representations.

4. Release of Claims. Assignor hereby releases Assignee and its respective officers, directors, partners, members, managers, shareholders, employees and representatives from any and all claims arising on or before the Effective Date from or in any way related to the Trademarks or Assignors ownership thereof.

5. Assignment Related Expenses. Assignee shall pay all expenses incurred related to this Assignment except that each party shall pay their own legal and accounting expenses.

6. Paragraph Headings. The titles of the various sections of this Assignment are for reference and index purposes only, and none of them shall be taken into consideration or given any effect whatever in determining the meaning or scope of the section or paragraph to which any of them apply. The use of any pronoun referring to either of the parties to this Assignment shall be construed to include any or no gender and any number.

7. Modifications. This Assignment may not be amended or modified unless such amendment or modification shall be in writing and signed by the party against whom enforcement is sought.

8. Successors and Assigns. The terms, covenants and conditions contained in this Assignment shall bind and inure to the benefit of the parties hereto and their successors and assigns.

9. Attorneys' Fees. If either Assignor or Assignee institutes legal proceedings against the other with respect to this Assignment, the nonprevailing party shall pay to the prevailing party an amount equal to all attorneys' fees and disbursements and all other costs and expenses incurred by the prevailing party in connection therewith.

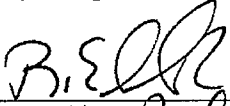
10. Counterparts. This Assignment may be executed in any number of duplicate originals and each such duplicate original shall be deemed to constitute but one and the same Assignment.

11. Unenforceability. If any terms, covenants or obligations of this Assignment shall be held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.

12. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Colorado.

ASSIGNOR:

Zephyr Mountain Development, LLC, a Delaware limited liability company

By:   
Title: Vice President

ASSIGNEE:

Intrawest Hospitality Management, Inc., a Delaware corporation

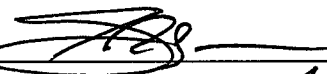
By:   
Title: General Manager

EXHIBIT A  
TRADEMARKS

- 1) The mark ZEPHYR MOUNTAIN LODGE and Design, Registration No. 2435919



**Word Mark** ZEPHYR MOUNTAIN LODGE  
**Goods and Services** IC 036. US 100 101 102. G & S: Property management services. FIRST USE: 19991200.  
FIRST USE IN COMMERCE: 19991200

- 2) The mark ZEPHYR MOUNTAIN LODGE, Registration No. 2439470 **Typed Drawing**

**Word Mark** ZEPHYR MOUNTAIN LODGE  
**Goods and Services** IC 036. US 100 101 102. G & S: Property management services. FIRST USE: 19991200.  
FIRST USE IN COMMERCE: 19991200

- 3) The mark ZEPHYR MOUNTAIN LODGE and Design, Registration No. 2458356



**Word Mark** ZEPHYR MOUNTAIN LODGE  
**Goods and Services** IC 025. US 022 039. G & S: Clothing, namely, jackets, scarves, hats, caps, sweatshirts, sweatpants, gloves, ski bibs, shirts, ski pants, headbands, bathrobes, vests, pants, shorts and swimwear, all sold in connection with a resort hotel, restaurant, health resort and health spa.  
FIRST USE: 20000210. FIRST USE IN COMMERCE: 20000210

- 4) The mark ZEPHYR MOUNTAIN LODGE, Registration No. 2462590 **Typed Drawing**

**Word Mark** ZEPHYR MOUNTAIN LODGE  
**Goods and Services** IC 025. US 022 039. G & S: Clothing, namely, jackets, scarves, hats, caps, sweatshirts, sweatpants, gloves, ski bibs, shirts, ski pants, headbands, bathrobes, vests, pants, shorts and swimwear, all sold in connection with a resort hotel, restaurant, health resort and health spa.  
FIRST USE: 20000210. FIRST USE IN COMMERCE: 20000210

5) The mark ZEPHYR MOUNTAIN LODGE, Registration No.2502712 **Typed Drawing**

**Word Mark** ZEPHYR MOUNTAIN LODGE

**Goods and Services** IC 042. US 100 101. G & S: RESORT HOTEL SERVICES AND PROVIDING GENERAL-PURPOSE FACILITIES FOR CONFERENCES. FIRST USE: 20000210. FIRST USE IN COMMERCE: 20000210

IC 035. US 100 101 102. G & S: PROVIDING FACILITIES FOR BUSINESS MEETINGS. FIRST USE: 20000210. FIRST USE IN COMMERCE: 20000210

6) The mark ZEPHYR Z MOUNTAIN LODGE and Design, Registration No. 2502713



**Word Mark** ZEPHYR Z MOUNTAIN LODGE

**Goods and Services** IC 042. US 100 101. G & S: RESORT HOTEL SERVICES AND PROVIDING GENERAL-PURPOSE FACILITIES FOR CONFERENCES. FIRST USE: 20000210. FIRST USE IN COMMERCE: 20000210

IC 035. US 100 101 102. G & S: PROVIDING FACILITIES FOR BUSINESS MEETINGS. FIRST USE: 20000210. FIRST USE IN COMMERCE: 20000210