

**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   |                       |                         |
| <b>CONVEYING PARTY DATA</b>      |  |                       |                         |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>      |
| Alpine Meadows Ski Corporation   |  | 07/27/2007            | CORPORATION: CALIFORNIA |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                         |
| <b>Name:</b>                     | Alpine Sierra Ventures LLC   |                       |                         |
| <b>Street Address:</b>           | 706 Mission St., 9th Floor   |                       |                         |
| <b>Internal Address:</b>         | c/o JMA Ventures LLC   |                       |                         |
| <b>City:</b>                     | San Francisco  |                       |                         |
| <b>State/Country:</b>            | CALIFORNIA   |                       |                         |
| <b>Postal Code:</b>              | 94103  |                       |                         |
| <b>Entity Type:</b>              | LIMITED LIABILITY COMPANY: DELAWARE  |                       |                         |
| <b>PROPERTY NUMBERS Total: 2</b> |  |                       |                         |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                         |
| Registration Number:             | 3177005  | AM                    |                         |
| Registration Number:             | 3089882  | ALPINE MEADOWS        |                         |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                         |
| <b>Fax Number:</b>               | (858)481-5028  |                       |                         |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                         |
| <b>Phone:</b>                    | 858-481-5055   |                       |                         |
| <b>Email:</b>                    | cwithycombe@allenmatkins.com   |                       |                         |
| <b>Correspondent Name:</b>       | Cheryl A. Withycombe   |                       |                         |
| <b>Address Line 1:</b>           | 12348 High Bluff Drive   |                       |                         |
| <b>Address Line 2:</b>           | Suite 210  |                       |                         |
| <b>Address Line 4:</b>           | San Diego, CALIFORNIA 92130  |                       |                         |
| <b>ATTORNEY DOCKET NUMBER:</b>   | J4299-039  |                       |                         |
| <b>NAME OF SUBMITTER:</b>        | Cheryl A. Withycombe   |                       |                         |

CH \$65.00 3177005

Signature:

/Cheryl A. Withycombe/

Date:

01/09/2008

**Total Attachments: 5**

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## ASSIGNMENT OF INTANGIBLE ASSETS

THIS ASSIGNMENT OF INTANGIBLE ASSETS (the "Assignment") is made, executed and delivered as of July 21, 2007, by ALPINE MEADOWS SKI CORPORATION, a California corporation ("Assignor"), and ALPINE SIERRA VENTURES LLC, a Delaware limited liability company ("Assignee").

### BACKGROUND:

This Assignment is being executed and delivered pursuant to that certain Asset Purchase Agreement between Assignor and JMA Ventures, LLC, a California limited liability company ("JMA") dated as of March 26, 2007, as amended by that certain First Amendment to Asset Purchase Agreement dated May 30, 2007, and that certain Second Amendment to Asset Purchase Agreement dated June 7, 2007 ("Second Amendment") (collectively, the "Purchase Agreement"). Pursuant to that certain Assignment and Assumption Asset Purchase Agreement dated as of July 24, 2007, JMA assigned and Assignee assumed all of JMA's right, title and interest in and to the Purchase Agreement. All initially capitalized terms used but not otherwise defined in this Assignment shall have the meanings assigned to such terms in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows

1. Assignor hereby assigns to Assignee all of its right, title and interest in, to and under the Intellectual Property; all telephone numbers used in the Business; all lists of customers (including, as appropriate, names, addresses, dates, and other information customarily maintained by Assignor), and all other lists, files and marketing and promotion materials used in the Business; all rights to use the name "Alpine Meadows," "Ski Alpine," "SkiAlpine.com," "Meadows Café," and "Estelle Sports;" and electronic copies of all Books and Records used or held for use in the conduct of the Business or otherwise relating to the Assets (collectively, the "Intangible Assets"), including, without limitation, that certain property described in Exhibit A.

2. Assignee hereby accepts this assignment and assumes the performance of and agrees to be bound by all of the terms, covenants and conditions arising or accruing in connection with the Intangible Assets on the Assignor's part to be performed from and after the date hereof.

3. Assignor shall indemnify and hold Assignee harmless from and against all loss, damage, cost and expense that may be claimed against, imposed upon or incurred by Assignee by reason of Assignor's failure to perform any of its obligations arising in connection with the Intangible Assets before the date of this Assignment.

4. Assignee shall indemnify and hold Assignor harmless from and against all loss, damage, cost and expense that may be claimed against, imposed upon or incurred by Assignor by reason of Assignee's failure to perform any of its obligations arising in connection with the Intangible Assets on and after the date of this Assignment.

5. Except for any express warranties and representations set forth in Article V of the Purchase Agreement, Assignee expressly acknowledges that Assignee has not relied on any warranties, promises, understandings or representations, express or implied, oral or written, of Assignor or any of Assignor's Related Parties, relating to the Intangible Assets, and that Assignee is acquiring the Intangible Assets in their present condition and state of repair, "AS IS" and "WHERE IS", with all defects and liabilities, latent or apparent. The provisions of Article XI of the Purchase Agreement and Section 2 of the Second Amendment are hereby incorporated in this Assignment by this reference.

6. This Assignment may be executed in one or more counterparts, and each signatory hereto may sign on a separate counterpart, each of which shall be deemed an original and all of which, when taken together, shall constitute one instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Assignment to physically form one document. Facsimile signature pages will be acceptable and shall be conclusive evidence of execution.

**[signatures appear on following page]**

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

**Assignor:**

**ALPINE MEADOWS SKI CORPORATION,**  
a California corporation

By: Richard L. DesVaux  
Richard L. DesVaux, Chief Financial Officer  
and Senior Vice-President

**Assignee:**

**ALPINE SIERRA VENTURES, LLC,**  
a Delaware limited liability company

JMA-IC ALPINE MANAGING MEMBER, LLC,  
a Delaware limited liability company  
its Managing Member

By: \_\_\_\_\_  
Name: Todd Chapman  
Title: Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

Assignor:

**ALPINE MEADOWS SKI CORPORATION,**  
a California corporation

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

Richard L. DesVaux, Chief Financial Officer  
and Senior Vice-President

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Assignee:

**ALPINE SIERRA VENTURES, LLC,**  
a Delaware limited liability company

JMA-IC ALPINE MANAGING MEMBER, LLC,  
a Delaware limited liability company  
its Managing Member

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

Name: Todd Chapman

Title: Authorized Signatory

**EXHIBIT A**

- A. Certificate of Registration from the US Patent and Trademark Office for the "AM" design servicemark, registered November 28, 2006, Registration NO. 3177005 (original)
- B. Certificate of Registration from the Patent and Trademark Office for the text-only servicemark "Alpine Meadows" registered on May 9, 2006 and Registration NO. 3089882
- C. Domain name "skialpine.com"