

**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>
Crested Butte Mountain Resort, Inc.		02/25/2004	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Crested Butte LLC		
<b>Street Address:</b>	12 Snowmass Road		
<b>City:</b>	Mt. Crested Butte		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	81225		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1163137	CRESTED BUTTE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)430-5499		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-430-5407		
<b>Email:</b>	mpatterson@diamondmccarthy.com		
<b>Correspondent Name:</b>	Maria M. Patterson		
<b>Address Line 1:</b>	620 Eighth Avenue, 39th Floor		
<b>Address Line 2:</b>	The New York Times Building		
<b>Address Line 4:</b>	New York, NEW YORK 10018		
<b>ATTORNEY DOCKET NUMBER:</b>	MATTER #136401		
<b>NAME OF SUBMITTER:</b>	Maria M. Patterson		
<b>Signature:</b>	/Maria M. Patterson/		

OP \$40.00 1163137

Date:

12/17/2008

**Total Attachments: 2**

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**BILL OF SALE AND ASSIGNMENT**

**(Federal Trademark)**

CRESTED BUTTE MOUNTAIN RESORT, INC., a Colorado corporation ("Seller"), for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, does hereby sell, assign, grant and convey to CRESTED BUTTE, LLC, a Colorado limited liability company ("Purchaser"), all of Seller's right, title and interest to the following Federal Trademark:

Crested Butte plus Design, Registration No. 1,163,137, as renewed March 23, 2002

This Bill of Sale and Assignment is made pursuant to that certain Asset Purchase Agreement dated January 6, 2004, as amended by that certain Amendment to Asset Purchase Agreement dated as of February 25, 2004 (the "Agreement"). This Bill of Sale and Assignment is made pursuant to and subject to the Agreement and incorporates all of the terms and conditions therein, including, without limitation, the representations and warranties of, or disclaimers by, Seller.

Each of Seller and Purchaser shall at any time, and from time to time, do, execute, acknowledge, and deliver any and all other acts, deeds, assignments, transfers, conveyances, powers of attorney, or other instruments necessary or proper to carry out the assignment, conveyance and assumption intended to be made hereby.


This Bill of Sale and Assignment shall be binding upon and inure to the benefit of Seller and Purchaser, and their respective successors and assigns.

**[signature page follows]**

EXECUTED as of the 25th day of February, 2004.


**PURCHASER:**

CRESTED BUTTE, LLC, a Colorado limited liability company

By:   
Name: Timothy T. Mueller  
Title: President

**SELLER:**

CRESTED BUTTE MOUNTAIN RESORT, INC., a Colorado corporation

By:   
Name: Edward C. Callaway  
Title: Chairman of the Board