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To the Director of the U. S. Pat

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ed documents or the new address(es) below

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1. Name of conveying party(ies):

Intrawest Sandestin Company, L.L.C.

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) US

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) March 12, 2010

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Baytowne Wharf Neighborhood Association, Inc.

Internal

Address: _____

Street Address: 9100 Baytowne Boulevard, #120

City: Miramar Beach

State: Florida

Country: United States Zip: 32550

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3371164

3226406

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Melissa K. Nelson, Esq.

Internal Address: Holland & Knight, LLP

Street Address: 50 North Laura Street, Suite 3900

City: Jacksonville

State: Florida Zip: 32202

Phone Number: 904-798-5485

Fax Number: 904-258-1872

Email Address: melissa.nelson@hklaw.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 01/FC:0531 02 FC:0522 00000003 3371164

Authorized User Name _____ 40.00
25.00

9. Signature:

/Melissa K. Nelson/

Signature

4/2/2010

Date

Melissa K. Nelson

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

EXHIBIT "A"

	Trademark Serial Number	Registered Number	Mark
1.	76648653	3371164	Village of Baytowne Wharf
2.	76648654	3226406	Compass logo (Village of Baytowne Wharf logo)

9169234_v3

**ASSIGNMENT AND ASSUMPTION
OF TRANSFERRED INTELLECTUAL PROPERTY**

This Assignment and Assumption of Transferred Intellectual Property (this "Assignment") is made as of March 12, 2010 by and between **INTRAWEST SANDESTIN COMPANY, L.L.C.**, a Delaware limited liability company, whose address is c/o Holland & Knight LLP, 50 N. Laura Street, Suite 3900, Jacksonville, Florida 32202 ("Assignor") and **BAYTOWNE WHARF NEIGHBORHOOD ASSOCIATION, INC.**, a Florida not-for-profit corporation, having an office at 9100 Baytowne Blvd., #120, Miramar Beach, Florida 32550 ("Assignee").

RECITALS

A. Assignor and certain of Assignor's subsidiaries, and Assignee have agreed that Assignor shall transfer and assign to Assignee all right, title and interest of Assignor in and to the intellectual property more particularly described in Exhibit "A" attached hereto and made a part hereof (collectively, the "Intellectual Property").

B. Assignor and Assignee have agreed that Assignee shall accept the assignment of the Intellectual Property and shall agree to perform all of the terms and conditions relating to the Intellectual Property.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Assignment, Ten and No/00s Dollars (\$10.00), and other good and valuable consideration, the receipt and legal sufficiency of which are acknowledged by the parties, the parties covenant and agree as follows:

1. Recitals. The statements contained in the recitals of fact set forth above are true and correct and by this reference are made a part of this Assignment.

2. Assignment and Assumption. Assignor sells, transfers, assigns, delivers and conveys to Assignee any and all of Assignor's right, title and interest in, to and under the Intellectual Property, including the right to sue and collect for past, present and future infringement, together with all of the goodwill associated with such trademark registrations and applications. Assignor further sells, transfers, assigns, delivers and conveys to Assignee all of Assignor's right, title and interest in, to and under any and all causes of action, claims, demands or other rights arising from or because of any and all past infringements of the Intellectual Property. Assignee accepts the foregoing assignment and agrees to perform all of the conditions relating to the Intellectual Property to be performed on the part of Assignor and assumes the liabilities and obligations of Assignor under the Intellectual Property.

3. Further Acts. Each party covenants and agrees that it shall take such further actions and duly execute and deliver all such further instruments of sale, transfer, assignment, and conveyance and all such notices, releases, acquittances and other documents as may be

necessary to effect the assignment of the Intellectual Property to Assignee and the assumption by Assignee of the liability and obligations of Assignor under the Intellectual Property.

4. Miscellaneous. This Assignment and the obligations of the parties hereunder shall survive the date of the execution of this Assignment, shall be binding upon and inure to the benefit of the parties hereto, their respective legal representatives, successors and assigns, and may not be modified or amended in any manner other than by a written agreement signed by the party to be charged therewith.

5. Severability. If any term or provision of this Assignment or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Assignment or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Assignment shall be valid and enforced to the fullest extent permitted by law.

6. Binding Effect. This Assignment shall be binding on and shall inure to the benefit of each of the parties and their respective successors and assigns.

7. Governing Law. This instrument shall be governed by and construed in accordance with the laws of the State of Florida, without reference to the conflicts of laws or choice of law provisions thereof.

8. Counterparts; Facsimile and Emailed Signatures. This Assignment may be executed by facsimile or emailed signatures and/or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. Headings. The section headings used herein are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Assignment.


[Signatures appear on the following page.]

The parties have executed this Assignment as of the date first above written.

ASSIGNOR:

**INTRAWEST SANDESTIN COMPANY,
L.L.C., a Delaware limited liability company**

By: Intrawest U.S. Holdings, Inc., a
Delaware corporation, its Manager

By: 
Brian J. Collins, Chief Operating Officer

ASSIGNEE:

**BAYTOWNE WHARF NEIGHBORHOOD
ASSOCIATION, INC., a Florida not-for-profit
corporation**

By: _____
Name: _____
Title: _____

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~~INTRAWEST SANDESTIN COMPANY,
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~~By: Intrawest U.S. Holdings, Inc., a
Delaware corporation, its Manager~~

~~By: _____
Brian J. Collins, Chief Operating Officer~~

ASSIGNEE:

**BAYTOWNE WHARF NEIGHBORHOOD
ASSOCIATION, INC.**, a Florida not-for-profit
corporation

By: *Edward J. Armstrong*
Name: *Edward J. Armstrong*
Title: *President*

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