

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Mountain High Resort Associates, LLC		06/24/2007	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	CNL Income Mountain High, LLC		
Street Address:	Corporation Trust Center		
Internal Address:	1209 Orange Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	2827213	MOUNTAIN HIGH RESORT	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(202)496-7756		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	404.527.4986		
Email:	fbenjamin@mckennalong.com		
Correspondent Name:	Frank S. Benjamin		
Address Line 1:	1900 K. St., N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		
NAME OF SUBMITTER:	Frank S. Benjamin		
Signature:	/fsb/		
Date:	04/26/2010		

CH \$40.00 2827213

900160497

**TRADEMARK**  
**REEL: 004192 FRAME: 0326**

**Total Attachments: 5**

source=V1 - 11 - Assignment and Assumption of Intellectual Property#page1.tif

source=V1 - 11 - Assignment and Assumption of Intellectual Property#page2.tif

source=V1 - 11 - Assignment and Assumption of Intellectual Property#page3.tif

source=V1 - 11 - Assignment and Assumption of Intellectual Property#page4.tif

source=V1 - 11 - Assignment and Assumption of Intellectual Property#page5.tif

**TRADEMARK**

**REEL: 004192 FRAME: 0327**

## ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY

[Mountain High Ski Resort]

**THIS ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY** (this "**Assignment**") is made and entered into as of the 24<sup>th</sup> day of June, 2007, by and between **MOUNTAIN HIGH RESORT ASSOCIATES, LLC**, a Delaware limited liability company ("**Assignor**"), and **CNL INCOME MOUNTAIN HIGH, LLC**, a Delaware limited liability company ("**Assignee**").

### WITNESSETH:

WHEREAS, (i) Assignor; (ii) CNL Income Partners, LP, a Delaware limited partnership and an affiliate of Assignee ("**Purchaser**"); and (iii) The Talon Group, Orlando Services Division, a division of First American Title Insurance Company, entered into that certain Asset Purchase Agreement dated as of May 14, 2007 (the "**APA**") pursuant to which, among other things, Assignor has agreed to sell, assign, transfer and convey to Purchaser the assets comprising that certain ski resort facility commonly known as the Mountain High Ski Resort and certain related facilities (hereinafter collectively referred to as the "**Subject Property**");

WHEREAS, certain of the Purchaser's rights under the APA have been assigned to Assignee by that certain Partial Assignment and Assumption of Asset Purchase Agreement between Purchaser and Assignee of even date herewith;

WHEREAS, in connection with the sale and purchase of the Subject Property, Assignor wishes to assign to Assignee any and all of Assignor's right, title and interest in and to, and Assignee wishes to assume from Assignor all of Assignor's obligations and liabilities under, the Intellectual Property (as such term is defined in the APA) relating to the Subject Property, including, without limitation, the tradenames, trademark registrations, and domain names listed on Schedule 1 attached hereto (the "**Assigned Intellectual Property**"). Unless otherwise defined herein, all capitalized terms used in this Assignment shall have the meaning given to them in the APA.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Assignment. Assignor hereby assigns, transfers, and conveys to Assignee any and all of Assignor's right, title and interest, together with the goodwill of the business connected therewith and symbolized by the Assigned Intellectual Property, as well as all rights to damages or profits, due as of or after the date hereof, arising out of infringement of such Assigned Intellectual Property or injury to said goodwill, and the right to sue for and receive the same in Assignee's own name.

2. Assumption. Assignee hereby assumes all liabilities and obligations of Assignor under the Assigned Intellectual Property and agrees to perform all obligations of Assignor related the Assigned Intellectual Property which are to be performed or which become due as of or after the date hereof.

3. Further Assurances. Assignor covenants with Assignee and Assignee covenants with Assignor that each will execute and deliver any additional documents and take all reasonable actions necessary to establish the rights of the other hereunder.

4. Counterparts. This Assignment may be executed by the parties in counterparts, in which event the signature pages thereof shall be combined in order to constitute a single original document.

5. Binding Effect. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and assigns.


6. Governing Law. This agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of California.

**[Signatures appear on the following pages.]**

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date set forth above.


**“ASSIGNOR”:**

**MOUNTAIN HIGH RESORT  
ASSOCIATES, LLC,**  
a Delaware limited liability company

By:   
Name: JONATHAN SHULKIN  
Title: SECRETARY & TREASURER

**“ASSIGNEE”:**

**CNL INCOME MOUNTAIN HIGH, LLC,**  
a Delaware limited liability company

By:   
Name: Amy Sinelli  
Title: Senior Vice President

## **Schedule 1**

### **Domain Names**

1. www.mthigh.com

### **Trademarks**

1. Mountain High Resort (word mark) for Ski Resort Services (Class 41), registered February 3, 2004 as file no. 960-002(M).
2. Mountain High Resort (& design) for Ski Resort Services (Class 41), registered March 30, 2004 as file no. 960-003.