

**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>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mount Cranmore Ski Resort, Inc.		06/15/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CMR Properties, LLC		
<b>Street Address:</b>	1 Skimobile Road		
<b>City:</b>	North Conway		
<b>State/Country:</b>	NEW HAMPSHIRE		
<b>Postal Code:</b>	03860		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW HAMPSHIRE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76572730	HAPPY TRAILS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(413)458-9435		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	413-458-9601		
<b>Email:</b>	jafilson@grinnellsmith.com		
<b>Correspondent Name:</b>	J. Adam Filson, Esq.		
<b>Address Line 1:</b>	One Bank Street		
<b>Address Line 2:</b>	Grinnell Smith, LLP		
<b>Address Line 4:</b>	Williamstown, MASSACHUSETTS 01267-0576		
<b>ATTORNEY DOCKET NUMBER:</b>	9394		
<b>NAME OF SUBMITTER:</b>	J. Adam Filson		
<b>Signature:</b>	/J. Adam Filson/		
<b>Date:</b>	01/25/2011		

OP \$40.00 76572730

**Total Attachments: 4**

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## ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY (“**Assignment**”) is made and entered into as of the 15<sup>th</sup> day of June, 2010, by and between MOUNT CRANMORE SKI RESORT, INC., a Delaware corporation (“**Assignor**”), and CMR PROPERTIES, LLC, a New Hampshire limited liability company (“**Assignee**”).

### WITNESSETH:

A. Assignor, as seller, and Assignee, as purchaser, entered into that certain Asset Purchase Agreement, dated as of June 15, 2010, (“**APA**”).

B. In connection with the sale and purchase of that certain ski resort facility commonly known as Cranmore Mountain Resort (“**Subject Property**”), Assignor wishes to assign to Assignee, to the extent assignable, 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 (“**Assigned Intellectual Property**”). Unless otherwise defined herein, all capitalized terms used in this Assignment shall have the meaning given to such term 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, to the extent assignable, 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 from and after the date hereof.

3. **Further Assurances.** Assignor covenants with Assignee and Assignee covenants with Assignor that each will execute or procure any additional documents 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.

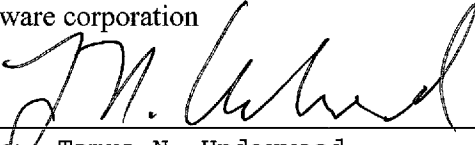
6. **Governing Law.** This Assignment shall be governed by, and construed and interpreted in accordance with, the laws of the State of New Hampshire.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

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


**“ASSIGNOR”:**

**MOUNT CRANMORE SKI RESORT, INC.**, a  
Delaware corporation

By:   
Name: Tamra N. Underwood  
Title: Vice President and General Counsel

**“ASSIGNEE”:**

**CMR PROPERTIES, LLC**, a New Hampshire  
limited liability company

By:   
Name: BRIAN H FAIRBANK  
Title: MANAGER

**Schedule 1 to Form of Assignment and Assumption of Intellectual Property**

Federal service mark registration:

United States Patent and Trademark Office Registration No 2,922,418 (Serial No. 76/572730) for HAPPY TRAILS® in Class 41 for "ski resort services, ski and snowboard instruction and lessons"

Domain name registrations:

www.cranmore.com

www.cranmorefitness.com

Common law:

<u>General Name Uses</u>	<u>Lift Names Uses</u>	<u>Buildings/Rooms Uses</u>
Cranmore Cranmore Mountain Resort Cranapalooza Cranarchy Cranmore Mountain Meisters Meister Cup The Ghoulg 4NH College Pass Happy Trails Pass Cranmore Vacations <sup>1</sup>	Lookout Triple Skimobile Express South Double Lucky Loop Lift Lower Tubing Lift Upper Tubing Lift East Bowl Double	Cranmore Family Fitness Center Eating House Meister Hut Arlberg Lodge 10th Mountain Pavilion
<u>Trail Names Uses</u>	<u>Trail Names Uses</u>	<u>Trail Names Uses</u>
Arctic Blast Tubing Park The Darkside Terrain Park at Cranmore The Other Side Terrain Park Lucky Loop Terrain Park Kandahar K Connection Rattlesnake Skimesiter Jughandle Arlberg North Conway Hurricane Split Decision Middle The Ledges Koessler Schneider East Slope Easy Street	Lower Schneider Gibson Gibson Chutes Oompah Flats Lower Gibson Tommy's Trail Lower Koessler Beginner's Luck Snow Train Roundabout Lucky Pitch Outta Luck Beech Glades South Slope Zip North Slope Competition Slope Lift Line Lower Hurricane Quad Chute	Evergreen Lower Arlberg Lower Skimesiter Lower Kandahar Tree Meister Glades Bandit Black Forest Glades Pipe Line Glades Beginner Basin

<sup>1</sup> Active trade name of Mount Cranmore Ski Resort, Inc., registered with New Hampshire Secretary of State

Gibson Pitch Artist Falls Lower East Slope	Summit Alley Stembogen Glades	
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Licensee rights under any software used at the Subject Property on June 15, 2010

Other intellectual property used for the Subject Property