TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

07/11/2011
900196714

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
POWDR-WOODWARD PA LLC		07/01/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	100 Federal Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Banking Association: United States

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3933147	AM BUSH WOODWARD
Registration Number:	2677663	CAMP WOODWARD
Registration Number:	3957944	CLOUD 9
Registration Number:	3974706	COLONY OF SUMMER
Registration Number:	2522557	WOODWARD
Registration Number:	3756398	WOODWARD BEIJING
Registration Number:	3753517	WOODWARD CAMP
Registration Number:	3947997	WOODWARD CAMP
Registration Number:	3933148	WOODWARD SURF CAMP
Serial Number:	85198141	LOT 8
Serial Number:	85298744	THE CAGE
Serial Number:	85305645	WOODWARD RAMPS & RAILS

CH $315.00 3933147

CORRESPONDENCE DATA

TO:GREGG SULTAN, SNELL & WILMER L.L.P. COMPANY:600 ANTON BOULEVARD

Fax Number: (714)427-7799
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 714-427-7000
Email: cneu@swlaw.com
Correspondent Name: Gregg Sultan, SNELL & WILMER L.L.P.
Address Line 1: 600 Anton Boulevard
Address Line 2: Suite 1400
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	37173-0045
NAME OF SUBMITTER:	Gregg Sultan
Signature:	/Gregg Sultan/
Date:	07/11/2011

Total Attachments: 6
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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

July 1, 2011

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, each of the undersigned (individually, a "Grantor", and collectively, the "Grantors"), hereby grants to BANK OF AMERICA, N.A., as collateral agent for itself and the other Secured Parties (as defined in the Master IP Agreement referred to below) (in such capacity, the "Grantee"), a continuing security interest in (i) all of such Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantors, as such term is defined in the Master Amended and Restated Intellectual Property Collateral Security and Pledge Agreement dated as of May 10, 2007 (as amended, restated, supplemented, or otherwise modified from time to time (including pursuant to the First Amendment and the Second Amendment referred to below), the "Master IP Agreement") by, among others, Greater Park City Company, a Utah corporation, and certain of its affiliates and the Assignee, to which (i) Powdr – Copper Mountain LLC, a Delaware limited liability company ("Powdr – Copper"), joined as an Assignor pursuant to that certain Joinder, First Amendment and Confirmation of Intellectual Property Collateral Security and Pledge Agreement (the "First Amendment") among the Assignors party thereto and the Grantee, and (ii) Powdr – Woodward PA LLC, a Delaware limited liability company, joined as an Assignor pursuant to that certain Joinder, Second Amendment and Confirmation of Intellectual Property

Collateral Security and Pledge Agreement (the "Second Amendment") among the Grantors and the other Assignors party thereto and the Grantee.

The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Master IP Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Master IP Agreement, the provisions of the Master IP Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date above first written.

POWDR CORP., a Delaware corporation, as a Grantor

By: _____
Name: John D. Cumming
Title: Chairman, Chief Executive Officer and President

GREATER PARK CITY COMPANY, a Utah corporation, as a Grantor

By: _____
Name: John D. Cumming
Title: Chairman and Chief Executive Officer

POWDR – WOODWARD PA LLC, a Delaware limited liability company, as Grantor

By: Powdr Corp., a Delaware corporation, its Manager

By: _____
Name: John D. Cumming
Title: Chairman, Chief Executive Officer and President

POWDR - COPPER MOUNTAIN LLC, a Delaware limited liability company, as Grantor

By: Powdr Corp., a Delaware corporation, its Manager

By: _____
Name: Jennifer Botter
Title: Senior Vice President and Chief Financial Officer

Signature Page to Grant of Security Interest in United States Trademarks

TO:GREGG SULTAN, SNELL & WILMER L.L.P. COMPANY:600 ANTON BOULEVARD

BANK OF AMERICA, N.A., as collateral agent, as Grantee

By: _____
Name: Angelo M. Martorana
Title: Assistant Vice President

Signature Page to Grant of Security Interest in United States Trademarks

SCHEDULE A

U.S. TRADEMARKS REGISTERED

MARK	OWNER	REGISTRATION NUMBER	REGISTRATION DATE
AM BUSH WOODWARD & design	Powdr – Woodward PA LLC	3,933,147	3-22-2011
CAMP WOODWARD	Powdr – Woodward PA LLC	2,677,663	1-21-2003
CLOUD 9	Powdr – Woodward PA LLC	3,957,944	5-10-2011
COLONY OF SUMMER	Powdr – Woodward PA LLC	3,974,706	6-7-2011
SNOWMAMAS	Greater Park City Company	3,855,946	10-5-2010
WOODWARD & design	Powdr – Woodward PA LLC	2,522,557	12-25-2001
WOODWARD BEIJING & design	Powdr – Woodward PA LLC	3,756,398	3-9-2010
WOODWARD CAMP	Powdr – Woodward PA LLC	3,753,517	3-2-2010
WOODWARD CAMP	Powdr – Woodward PA LLC	3,947,997	4-19-2011
WOODWARD SURF CAMP & design	Powdr – Woodward PA LLC	3,933,148	3-22-2011

U.S. TRADEMARKS APPLICATIONS

MARK	OWNER	SERIAL NUMBER	FILING DATE
HANGR TAHOE	Powdr Corp.	85/290,250	4-8-2011
LOT 8	Powdr – Woodward PA LLC	85/198,141	12-16-2010
SKY CHUTES COFFEEHOUSE & design	Powdr – Copper Mountain LLC	85/166,286	11-1-2010
THE CAGE	Powdr – Woodward PA LLC	85/298,744	4-19-2011
THE HANGAR	Powdr Corp.	85/290,272	4-8-2011
THE HANGR	Powdr Corp.	85/290,229	4-8-2011
WOODWARD RAMPS & RAILS	Powdr – Woodward PA LLC	85/305,645	4-27-2011

1351388.1

TO:GREGG SULTAN, SNELL & WILMER L.L.P. COMPANY:600 ANTON BOULEVARD

UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JULY 14, 2011

PTAS

GREGG SULTAN, SNELL & WILMER L.L.P.
600 ANTON BOULEVARD
SUITE 1400
COSTA MESA, CA 92626

900196714

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 900196714

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE,
MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.
IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE,
YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT
571-272-3350.

1. THE SUBMITTED ASSIGNMENT COVER SHEET IS NOT ACCEPTABLE. THE CITIZENSHIP OF THE RECEIVING PARTY MUST BE INDICATED ON THE COVER SHEET. AS OF JANUARY 16, 2009, TRADEMARK RULE 37 C.F.R. §3.31(A) WAS AMENDED TO ADD THE REQUIREMENT THAT THE ASSIGNMENT COVER SHEET MUST INCLUDE THE LEGAL ENTITY TYPE AND NATIONAL CITIZENSHIP (OR STATE OR COUNTRY OF ORGANIZATION) OF EACH PARTY RECEIVING THE ASSIGNMENT INTEREST. AND, IF THE PARTY RECEIVING THE ASSIGNMENT INTEREST IS A DOMESTIC PARTNERSHIP OR DOMESTIC JOINT VENTURE, THE COVER SHEET MUST STATE THE NAMES, LEGAL ENTITY TYPES, AND NATIONAL CITIZENSHIP (OR THE STATE OR COUNTRY OF ORGANIZATION) OF ALL GENERAL PARTNERS OR ACTIVE MEMBERS THAT COMPOSE THE