

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Resort Company LLC		07/28/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	WVR Colorado, LLC		
Street Address:	7 Sylvan Way		
City:	Parsippany		
State/Country:	NEW JERSEY		
Postal Code:	07054		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3497645	STEAMBOAT RESORTS	
Registration Number:	2273873	THE RESORT COMPANY	
CORRESPONDENCE DATA			
Fax Number:	(973)753-6620		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	973-753-6455		
Email:	uspto.mail@wyn.com		
Correspondent Name:	Susan L. Crane		
Address Line 1:	22 Sylvan Way		
Address Line 2:	3rd Floor		
Address Line 4:	Parsippany, NEW JERSEY 07054		
ATTORNEY DOCKET NUMBER:	WVR COLORADO, LLC (WER)		
NAME OF SUBMITTER:	Susan L. Crane		
Signature:	/susanlcrane/		

CH \$65.00 3497645

Date:

08/10/2011

Total Attachments: 8

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ASSIGNMENT OF U.S. TRADEMARK RIGHTS

This TRADEMARK ASSIGNMENT made as of August 1, 2011, by and between The Resort Company LLC ("Assignor"), a Delaware limited liability company with its principal place of business at 1847 Ski Time Square Drive, Steamboat Springs, Colorado 80487 and WVR Colorado, LLC ("Assignee"), a Delaware limited liability company with its principal place of business at 7 Sylvan Way, Parsippany, New Jersey 07045.

WHEREAS, Assignor is the owner of the trademarks and United States Trademark registrations that are the subject of this assignment and are set forth on Exhibit 1 (the "Marks");

WHEREAS, Assignor, Assignee, and Bayview Capital Partners II LP have entered into that certain Asset Purchase Agreement, dated as of July 1, 2011 (the "Purchase Agreement");

WHEREAS, the Purchase Agreement provides that (i) Assignor shall assign, transfer, convey and deliver to Assignee and (ii) Assignee shall acquire, all of the right, title and interest of Assignor in, to and under the Marks, all upon the terms and subject to the conditions set forth therein;

WHEREAS, Assignor desires to assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest of Assignor in, to and under the Marks, including any goodwill appurtenant thereto or symbolized thereby; and

WHEREAS, Assignee desires to acquire from Assignor all of Assignor's right, title and interest in, to and under the Marks, including any goodwill appurtenant thereto or symbolized thereby.

NOW, THEREFORE, in consideration of the foregoing recitals and the promises and the mutual covenants contained herein and in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, transfers, conveys and delivers to Assignee, in perpetuity, any and all of Assignor's right, title and interest in, to, and under the Marks, including all registrations therefor and renewals thereof and all goodwill appurtenant thereto or symbolized thereby, and all claims, defenses, judgments, rights (including all rights to sue and bring other claims and damages, including attorneys' fees and expenses) therefrom or lost profits in connection therewith and remedies at law or in equity, or causes of action of Assignor, to the extent relating to the Marks, including claims relating to the infringement, misappropriation, dilution or other violation or wrongful use of the Marks.

2. Assignor hereby authorizes the United States Patent and Trademark Office to record the Marks as the property of Assignee and to issue a certificate of registration to Assignee in Assignee's name.

3. This Assignment is executed pursuant to the Purchase Agreement and is entitled to the benefits and subject to the provisions thereof and shall be binding upon and inure to the benefit of the parties thereto and their respective successors and permitted assigns. Assignor and Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. This Assignment is not intended to convey any greater or lesser rights to, or place any greater or lesser burden on, any of the parties than are described in or contemplated by the Purchase Agreement, and in the event the terms of this Assignment conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern. Assignee's and Assignor's remedies with respect to any claim arising from a breach of this Assignment shall be as set forth in the Purchase Agreement and subject to the limitations, qualifications and procedures set forth therein.

4. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

5. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

6. This Assignment shall be governed by, interpreted under, and construed and enforced in accordance with, the Laws of the State of Delaware.

7. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart. This Assignment shall become effective when each party to this Assignment shall have received counterparts signed by all of the other parties.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

THE RESORT COMPANY LLC

By: *[Signature]*
Name: *Robert E. Smith*
Title: *President*

WVR COLORADO, LLC

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO ASSIGNMENT OF U.S. TRADEMARK RIGHTS]

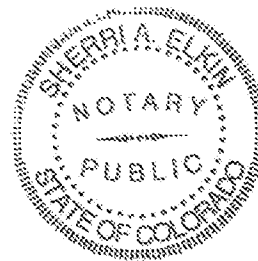
State of Colorado

County of Boutte

On July 28, 2011 before me, Sherri A. Elkin
personally appeared Robert E. Milax personally known to me (or
proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Sherri A. Elkin (Seal)



IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

THE RESORT COMPANY LLC

By: _____

Name:

Title:

WVR COLORADO, LLC

By: Paul F. Cash

Name: PAUL F. CASH

Title: *EVP, GENERAL COUNSEL AND SECRETARY*

[SIGNATURE PAGE TO ASSIGNMENT OF U.S. TRADEMARK RIGHTS]

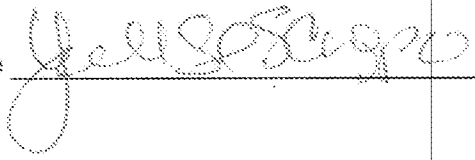
State of New Jersey

County of MORRIS

On July 28, 2011 before me, Yvelise S. Crespo,

personally appeared PAUL F. CASH personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature  (Seal)

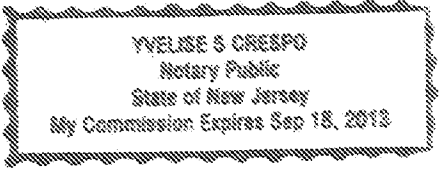



EXHIBIT 1

Mark	US Trademark Registration No.
STEAMBOAT RESORTS	3497645
 THE RESORT COMPANY	2273873

#5686