

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	Partial Release of Security Interest in Trademarks														
CONVEYING PARTY DATA															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Ski ITW Trust LLC</td> <td></td> <td>08/11/2011</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Ski ITW Trust LLC		08/11/2011	LIMITED LIABILITY COMPANY: DELAWARE							
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RECEIVING PARTY DATA															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 20%;">Name:</td><td>Alpine Helicopters Ltd.</td></tr> <tr><td>Street Address:</td><td>200 Burrard St.</td></tr> <tr><td>Internal Address:</td><td>1200 Waterfront Centre</td></tr> <tr><td>City:</td><td>Vancouver</td></tr> <tr><td>State/Country:</td><td>CANADA</td></tr> <tr><td>Postal Code:</td><td>V6C 3L6</td></tr> <tr><td>Entity Type:</td><td>CORPORATION: BRITISH COLUMBIA</td></tr> </table>		Name:	Alpine Helicopters Ltd.	Street Address:	200 Burrard St.	Internal Address:	1200 Waterfront Centre	City:	Vancouver	State/Country:	CANADA	Postal Code:	V6C 3L6	Entity Type:	CORPORATION: BRITISH COLUMBIA
Name:	Alpine Helicopters Ltd.														
Street Address:	200 Burrard St.														
Internal Address:	1200 Waterfront Centre														
City:	Vancouver														
State/Country:	CANADA														
Postal Code:	V6C 3L6														
Entity Type:	CORPORATION: BRITISH COLUMBIA														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 20%;">Name:</td><td>Canada Mountain Holidays, Inc.</td></tr> <tr><td>Street Address:</td><td>3rd Avenue SW</td></tr> <tr><td>Internal Address:</td><td>1900, 520</td></tr> <tr><td>City:</td><td>Calgary</td></tr> <tr><td>State/Country:</td><td>CANADA</td></tr> <tr><td>Postal Code:</td><td>T2P 0R3</td></tr> <tr><td>Entity Type:</td><td>CORPORATION: ALBERTA</td></tr> </table>		Name:	Canada Mountain Holidays, Inc.	Street Address:	3rd Avenue SW	Internal Address:	1900, 520	City:	Calgary	State/Country:	CANADA	Postal Code:	T2P 0R3	Entity Type:	CORPORATION: ALBERTA
Name:	Canada Mountain Holidays, Inc.														
Street Address:	3rd Avenue SW														
Internal Address:	1900, 520														
City:	Calgary														
State/Country:	CANADA														
Postal Code:	T2P 0R3														
Entity Type:	CORPORATION: ALBERTA														
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Name:	Copper Mountain, Inc.														
Street Address:	221 Corporate Circle														
Internal Address:	Suite Q														
City:	Golden														
State/Country:	COLORADO														
Postal Code:	80401														
Entity Type:	CORPORATION: DELAWARE														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 20%;">Name:</td><td>Intrawest California Holdings, Inc.</td></tr> <tr><td> </td><td> </td></tr> </table>		Name:	Intrawest California Holdings, Inc.												
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TRADEMARK
 REEL: 004604 FRAME: 0162

CH \$40.00 76137651

Street Address:	221 Corporate Circle
Internal Address:	Suite Q
City:	Golden
State/Country:	COLORADO
Postal Code:	80401
Entity Type:	CORPORATION: CALIFORNIA

Name:	Intrawest Golf Holdings, Inc.
Street Address:	1209 Orange Street
Internal Address:	Corporation Trust Center
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	CORPORATION: DELAWARE

Name:	Intrawest Honua Kai Hospitality Management, Inc.
Street Address:	1209 Orange Street
Internal Address:	Corporation Trust Center
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	Intrawest Hospitality Management, Inc.
Street Address:	1209 Orange Street
Internal Address:	Corporation Trust Center
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	CORPORATION: DELAWARE

Name:	Intrawest Retail Group, Inc.
Street Address:	221 Corporate Circle
Internal Address:	Suite Q
City:	Golden
State/Country:	COLORADO
Postal Code:	80401
Entity Type:	CORPORATION: COLORADO

Name:	Intrawest ULC

Street Address:	375 Water Street
Internal Address:	Suite 710
City:	Vancouver
State/Country:	CANADA
Postal Code:	V6B 5C6
Entity Type:	Unlimited Liability Company: CANADA

Name:	Mont Tremblant Resorts and Company, Limited Partnership
Street Address:	1000, Rue de la Gauchetiere Ouest
Internal Address:	Bureau 900
City:	Montreal
State/Country:	CANADA
Postal Code:	H3B 5H4
Entity Type:	LIMITED PARTNERSHIP: QUEBEC

Name:	Resort Reservations Network, Inc.
Street Address:	1209 Orange Street
Internal Address:	Corporation Trust Center
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	CORPORATION: DELAWARE

Name:	Snowshoe Mountain, Inc.
Street Address:	1 Snowshoe Drive
City:	Snowshoe
State/Country:	WEST VIRGINIA
Postal Code:	26209
Entity Type:	CORPORATION: WEST VIRGINIA

Name:	Steamboat Ski & Resort Corporation
Street Address:	2305 Mt. Werner Circle
City:	Steamboat
State/Country:	COLORADO
Postal Code:	80487
Entity Type:	CORPORATION: DELAWARE

Name:	The Stratton Corporation
Street Address:	R.R. #1, Box 145
City:	Stratton Mountain

State/Country:	VERMONT
Postal Code:	05155
Entity Type:	CORPORATION: VERMONT

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	76137651	COPPER CLOTHING CO.

CORRESPONDENCE DATA

Fax Number: (917)777-4104
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-735-3000
 Email: robert.wise@skadden.com
 Correspondent Name: Skadden Arps Slate Meagher & Flom LLP
 Address Line 1: 4 Times Square
 Address Line 2: Attn: Shivram Sankar
 Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	029710/475
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DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:
 Address Line 2:
 Address Line 3:
 Address Line 4:

NAME OF SUBMITTER:	08/12/2011
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Signature:	/Shivram Sankar/
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Date:	08/12/2011
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Total Attachments: 5
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PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS is given as of this 11th day of May, 2011 (this "Release"), between SKI ITW TRUST LLC, located at SKI ITW TRUST LLC c/o Fortress Investment Group LLC, 1345 Avenue of the Americas, New York, NY 10105, Attention: David Brooks (the "Assignor") and ALPINE HELICOPTERS LTD., CANADA MOUNTAIN HOLIDAYS, INC., COPPER MOUNTAIN, INC., INTRAWEEST CALIFORNIA HOLDINGS, INC., INTRAWEEST GOLF HOLDINGS, INC., INTRAWEEST HONUA KAI HOSPITALITY MANAGEMENT, INC., INTRAWEEST HOSPITALITY MANAGEMENT, INC., INTRAWEEST RETAIL GROUP, INC., INTRAWEEST ULC, MONT TREMBLANT RESORTS AND COMPANY, LIMITED PARTNERSHIP, RESORT RESERVATIONS NETWORK, INC., SNOWSHOE MOUNTAIN, INC., STEAMBOAT SKI & RESORT CORPORATION, AND THE STRATTON CORPORATION (collectively, the "Assignees"). Capitalized terms used in this Release but not defined herein shall have the respective meanings ascribed to them in the Short Form Trademark Security Agreement, dated as of May 3, 2010.

WHEREAS, the Assignees, certain subsidiaries thereto, and Assignor entered into the Security Agreement, and Assignor and Assignees entered into a Short Form Trademark Security Agreement, dated May 3, 2010, which was recorded at the United States Patent and Trademark Office on May 12, 2010 and filed under Reel 4204/ Frame 0639 (the "Trademark Security Agreement").

WHEREAS, pursuant to the Security Agreement and Trademark Security Agreement, the Assignees granted to the Assignor, on behalf of and for the ratable benefit of the Secured Parties, a security interest in certain Collateral, now owned or at any time hereafter acquired by such Assignees or in which such Assignee now has or at any time in the future may acquire any right, title or interest as collateral security, including each of the following that are owned by the Assignees (the "Trademarks"):

- (i) all trademarks, trade dress, trade names, trade styles, service marks, logos and other source identifiers, and all goodwill associated therewith, all registrations thereof, and all applications for registration therefor, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule A of the Trademark Security Agreement, and
- (ii) the right to obtain all renewals thereof;

for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Assignees' Obligations.

Notwithstanding the foregoing, the Trademarks do not include any applications for Trademarks filed in the United States Patent and Trademark Office on the basis of the IP Grantor's intent to use such mark pursuant to 15 USC 1051 Section 1(b) and for which a form evidencing use of the Trademark in interstate commerce has not been filed with the United States Patent and Trademark Office pursuant to 15 USC 1060 (a), to the extent and only for the duration that the security interest granted in such intent-to-use applications will invalidate, terminate, or abandon such intent-to-use applications under applicable law.

WHEREAS, pursuant to a certain Asset Purchase Agreement, dated November 5, 2009, as amended by a certain Assignment and Assumption of Asset Purchase Agreement, dated December 17, 2009, between Copper Mountain Inc., other seller parties thereto, and Powdr – Copper Mountain LLC, Copper Mountain Inc. agreed to transfer, convey, and assign to Powdr – Copper Mountain LLC all of Copper Mountain Inc.'s right, title, and interest in the Trademark on Schedule I hereto (the “Released Trademark”) among other assets; and

WHEREAS, the Assignor has agreed to terminate and release its security interest in the Released Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

The Assignor hereby releases its security interest in the Released Trademark and reassigns any and all right, title, and interest that it may have therein to Assignees.

The Assignor hereby authorizes Assignees or Assignees' authorized representative(s) to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC Financing Statement Amendments with the applicable filing office in order to memorialize the release of any security interest of the Assignor in the Released Trademark, and/or (iii) otherwise record or file this Release in the applicable governmental office or agency.

For the avoidance of doubt, the Assignor continues to maintain its security interest in all Trademarks (other than the Released Trademark). The provisions of the Security Agreement and Trademark Security Agreement shall, except as modified by this Release, continue in full force and effect. The Assignees hereby confirm, for the avoidance of doubt, that the security interest in all of Assignees' right, title and interest, in, to and under the Trademarks (other than with respect to the Released Trademark), granted to the Assignor, for the benefit of the Secured Parties, continues as security to secure the prompt payment and performance of all Obligations of the Assignees under the Credit Agreement and Security Agreement.

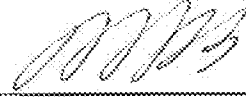
THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED
AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF
NEW YORK.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Assignor has caused this PARTIAL RELEASE
OF SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered by its
duly authorized officer as of the date first set forth above.

ASSIGNOR:

SKI ITW TRUST LLC

By: 

Name: David N. Brooks

Title: Secretary

SCHEDULE I

Mark

Reg. No.

Reg. Date

COPPER CLOTHING CO.

Serial No. 76137651

September 28, 2000