

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
Alpine Sierra Ventures, LLC		11/15/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Alpine Meadows Ski Resort, LLC		
Street Address:	c/o KSL Capital Partners		
Internal Address:	100 Fillmore Street, Suite 600		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80206		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3089882	ALPINE MEADOWS	
Registration Number:	3177005	AM	
Registration Number:	3758814	AM ALPINE MEADOWS	
CORRESPONDENCE DATA			
Fax Number:	(303)223-8048		
Email:	akrause@bhfs.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Ashley Krause		
Address Line 1:	410 Seventeenth Street		
Address Line 2:	Suite 2200		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	10055.56		

OP \$90.00 3089882

900208005

**TRADEMARK
 REEL: 004666 FRAME: 0489**

NAME OF SUBMITTER:	Ashley Krause
Signature:	/ashleykrause/
Date:	11/28/2011
Total Attachments: 4 source=Alpine Trademark Assignment#page1.tif source=Alpine Trademark Assignment#page2.tif source=Alpine Trademark Assignment#page3.tif source=Alpine Trademark Assignment#page4.tif	

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("Assignment") is entered into as of November 15, 2011, by and between Alpine Sierra Ventures, LLC, a limited liability company organized and existing under the laws of the state of Delaware ("Assignor"), and Alpine Meadows Ski Resort, LLC, a limited liability company organized and existing under the laws of the state of Delaware ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Amended and Restated Asset Purchase Agreement dated as of September 26, 2011 whereby Assignor agrees to sell and transfer all of its assets to Assignee; and

WHEREAS, Assignor is the owner of all rights in and to the trademarks set forth on Schedule 1 attached hereto, and the goodwill of Assignor's business symbolized thereby (the "Trademarks"); and

WHEREAS, Assignor wishes to assign its rights in and to the Trademarks to the Assignee.

NOW, THEREFORE, Assignor hereby transfers and assigns to Assignee all of Assignor's right, title, and interest in and to the Trademarks for consideration of \$10 and other good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges.

Assignor acknowledges that subsequent to the date hereof, Assignor shall not claim to possess any right, title or interest in or to the Trademarks and shall take no actions jeopardizing the existence or enforceability of the Trademarks or the Assignee's rights therein.

Assignor agrees to assist Assignee in every legal way to evidence, record and perfect this Assignment and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document they are entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized agents, as Assignor's agents and attorneys-in-fact with full power of substitution to act for and on its behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor. The parties agree and acknowledge that this appointment is coupled with an interest, and the parties will take no steps in opposition to or to terminate such appointment.

Assignor represents and warrants to Assignee that: (a) Assignor was the sole owner of all rights, title and interest in the Trademarks; (b) Assignor has not assigned, transferred, licensed, pledged or otherwise encumbered the Trademarks or agreed to do so; and (c) Assignor has full power and authority to enter into this Assignment and to make the assignment set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has executed this Assignment of Trademarks on the date set forth below.

DATED: Nov 15, 2011

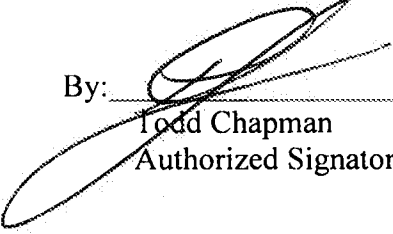
ALPINE SIERRA VENTURES, LLC, a Delaware limited liability company

By: JMA IC Alpine Managing Member, LLC, a Delaware limited liability company, its Managing Member

By: JMA-IC SKI, LLC, a Delaware limited liability company, its Managing Member

By: JMA Ventures, LLC, a California limited liability company, its Managing Member

By: _____

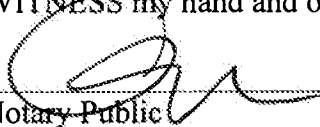

Todd Chapman
Authorized Signatory

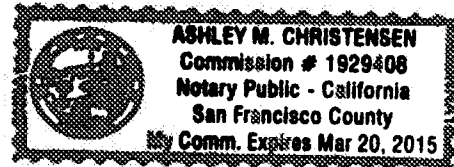
STATE OF CALIFORNIA)
)
) ss.
COUNTY OF San Francisco)

On November 11, 2011 before me, Ashley M. Christensen, Notary Public, personally appeared Todd Chapman personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the state of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Notary Public



SCHEDULE 1

Trademarks

1. ALPINE MEADOWS (U.S. Reg. No. 3,089,882)



2. (U.S. Reg. No. 3,177,005)



3. *Alpine Meadows* (U.S. Reg. No. 3,758,814)