

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |  |
|------------------------------|--|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT                               |
| <b>NATURE OF CONVEYANCE:</b> | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

**CONVEYING PARTY DATA**

| Name                             | Formerly | Execution Date | Entity Type         |
|----------------------------------|----------|----------------|---------------------|
| Squaw Valley Development Company |          | 11/15/2011     | CORPORATION: NEVADA |

**RECEIVING PARTY DATA**

|                        |                                     |
|------------------------|-------------------------------------|
| <b>Name:</b>           | Squaw Valley Ski Holdings, LLC      |
| <b>Street Address:</b> | 1960 Squaw Valley Road              |
| <b>City:</b>           | Olympic Valley                      |
| <b>State/Country:</b>  | CALIFORNIA                          |
| <b>Postal Code:</b>    | 96146                               |
| <b>Entity Type:</b>    | LIMITED LIABILITY COMPANY: DELAWARE |

**PROPERTY NUMBERS Total: 10**

| Property Type        | Number  | Word Mark               |
|----------------------|---------|-------------------------|
| Registration Number: | 3322061 | SQUAW                   |
| Registration Number: | 0670261 | SQUAW VALLEY            |
| Registration Number: | 2115036 | SQUAW VALLEY USA        |
| Registration Number: | 2269300 | SQUAW VALLEY USA        |
| Registration Number: | 1645155 | SQUAW VALLEY USA        |
| Registration Number: | 1628589 | SQUAW VALLEY USA        |
| Registration Number: | 3322062 | SQUAW ONE               |
| Registration Number: | 1699380 | S                       |
| Registration Number: | 2907676 | KT22                    |
| Registration Number: | 2691251 | CALIFORNIA SKI THE SUN! |

**CORRESPONDENCE DATA**

Fax Number: (303)223-8048  
 Email: akrause@bhfs.com

**900208011**

**TRADEMARK  
 REEL: 004666 FRAME: 0726**

**OP \$265.00 3322061**

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

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        |
| NAME OF SUBMITTER:      | Ashley Krause   |
| Signature:              | /ashley krause/ |
| Date:                   | 11/28/2011      |

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is effective this 15 day of November, 2011, by and between Squaw Valley Development Company, a Nevada corporation with a principal place of business at 1960 Squaw Valley Road, Olympic Valley, CA 96146 ("Assignor"), Squaw Valley Ski Holdings, LLC, a Delaware limited liability company with a principal place of business at 1960 Squaw Valley Road, Olympic Valley, CA 96146 ("Parent"), and Squaw Valley Resort, LLC, a Delaware limited liability company with a principal place of business at 1960 Squaw Valley Road, Olympic Valley, CA 96146 ("Assignee").

WHEREAS, Assignor owns certain rights in the trademark registrations identified in Exhibit A hereto (the "Marks");

WHEREAS, Assignor, Parent and Assignee are affiliates and desire to clarify and confirm the ownership rights pertaining to the Marks; and

WHEREAS, Assignor, Parent and Assignee both intend for the ownership of all right, title and interest in and to the Marks to reside with Assignee.

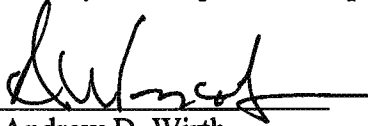
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor does hereby assign to Parent who then immediately assigns to Assignee, all of Assignor's right, title and interest in and to the Marks, and any registrations therefor, and all common law rights and rights of registration and renewal thereof, together with that portion of Assignor's business to which the Marks pertain and the goodwill of the business symbolized by the Marks, throughout the world, along with the right to recover for damages and profits for any past, present, or future infringements thereof.

Assignor and Parent agree 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 it is entitled to under this Assignment, Assignor and Parent hereby irrevocably designate and appoint Assignee and their duly authorized officers and agents, as their attorneys-in-fact, with full power of substitution to act for and on their behalf and instead of Assignor or Parent, as applicable, 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 or Parent, as applicable.

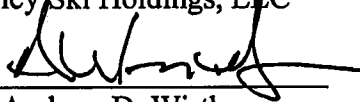
*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, Assignor and Parent have executed this Trademark Assignment as of the date written above.

The Squaw Valley Development Company

By:   
Name: Andrew D. Wirth  
Title: President *CEO*

Squaw Valley Ski Holdings, LLC

By:   
Name: Andrew D. Wirth  
Title: President *CEO*

**\*\* Signature Page to Trademark Assignment \*\***

STATE OF CALIFORNIA  
COUNTY OF PLACER )  
SS.

On November 10, 2011 before me, MARTINA A. DITTO, Notary Public, personally appeared ANDREW WIRTH, personally known to me, or who proved to me on the bases of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that ~~he~~<sup>she</sup> executed the same in ~~his~~<sup>her</sup> authorized capacity, and that by ~~his~~<sup>her</sup> signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

My commission expires: 07/22/2014



Martina A. Ditto

Notary Public

STATE OF CALIFORNIA  
COUNTY OF PLACER )  
SS.

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My commission expires: 07/22/2014



Martina A. Ditto

Notary Public

\*\* Notary Page to Trademark Assignment \*\*

**EXHIBIT A**  
**to Trademark Assignment**

| <u>Trademark</u>           | <u>Reg. No.</u> | <u>Serial No.</u> | <u>Reg. Date</u> | <u>Jurisdiction</u>         |
|----------------------------|-----------------|-------------------|------------------|-----------------------------|
| SQUAW                      | 3322061         | 76511144          | 10/30/2007       | United States<br>(USPTO)    |
| SQUAW VALLEY<br>(Stylized) | 0670261         | 71692307          | 11/25/1958       | United States<br>(USPTO)    |
| SQUAW                      | 001179209       | 001179209         | 1/18/2001        | European<br>Union<br>(OHIM) |
| SQUAW VALLEY<br>USA        | 2115036         | 74720618          | 11/25/1997       | United States<br>(USPTO)    |
| SQUAW VALLEY<br>USA        | 2269300         | 74672035          | 8/10/1999        | United States<br>(USPTO)    |
| SQUAW VALLEY<br>USA        | 1645155         | 73828691          | 5/21/1991        | United States<br>(USPTO)    |
| SQUAW VALLEY<br>USA        | 1628589         | 73828303          | 12/18/1990       | United States<br>(USPTO)    |
| SQUAW ONE                  | 3322062         | 76511145          | 10/30/2007       | United States<br>(USPTO)    |
| "S" Circle Logo            | 1699380         | 74053066          | 7/07/1992        | United States<br>(USPTO)    |
| KT22                       | 2907676         | 76510554          | 12/07/2004       | United States<br>(USPTO)    |
| CALIFORNIA SKI<br>THE SUN! | 2691251         | 75501180          | 2/25/2003        | United States<br>(USPTO)    |

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