

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
Squaw Valley Ski Holdings, LLC		11/15/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Squaw Valley Resort, LLC
Street Address:	1960 Squaw Valley Road
City:	Olympic Valley
State/Country:	CALIFORNIA
Postal Code:	96146
Entity Type:	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

900208014

**TRADEMARK
 REEL: 004666 FRAME: 0732**

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:	/ashleykrause/
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.

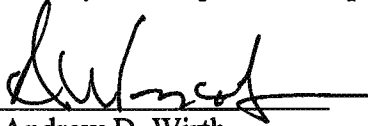
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor does hereby assign to Parent who then immediately assigns to Assignee, all of Assignor's right, title and interest in and to the Marks, and any registrations therefor, and 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.

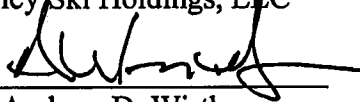
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IN WITNESS WHEREOF, Assignor and Parent have executed this Trademark Assignment as of the date written above.

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~~^{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.

WITNESS my hand and official seal.

My commission expires: 07/22/2014



Martina A. Ditto

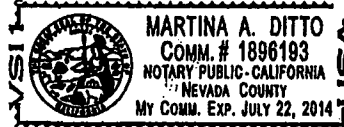
Notary Public

STATE OF CALIFORNIA
COUNTY OF PLACER)
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WITNESS my hand and official seal.

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 (USPTO)
SQUAW VALLEY (Stylized)	0670261	71692307	11/25/1958	United States (USPTO)
SQUAW	001179209	001179209	1/18/2001	European Union (OHIM)
SQUAW VALLEY USA	2115036	74720618	11/25/1997	United States (USPTO)
SQUAW VALLEY USA	2269300	74672035	8/10/1999	United States (USPTO)
SQUAW VALLEY USA	1645155	73828691	5/21/1991	United States (USPTO)
SQUAW VALLEY USA	1628589	73828303	12/18/1990	United States (USPTO)
SQUAW ONE	3322062	76511145	10/30/2007	United States (USPTO)
"S" Circle Logo	1699380	74053066	7/07/1992	United States (USPTO)
KT22	2907676	76510554	12/07/2004	United States (USPTO)
CALIFORNIA SKI THE SUN!	2691251	75501180	2/25/2003	United States (USPTO)

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