

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Woodward Camp Properties, Inc.		10/12/2011	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Powdr-Woodward PA LLC		
Street Address:	1790 BONANZA DRIVE		
Internal Address:	SUITE W-201		
City:	PARK CITY		
State/Country:	UTAH		
Postal Code:	84060		
Entity Type:	LTD LIAB JT ST CO: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85345566	WOODWARD	
CORRESPONDENCE DATA			
Fax Number:	(610)293-1504		
Email:	victoria@seniormg.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:	Maria Victoria Pangonis-Senior		
Address Line 1:	125 Strafford Avenue		
Address Line 2:	Suite 112		
Address Line 4:	Wayne, PENNSYLVANIA 19087		
ATTORNEY DOCKET NUMBER:	60133		
NAME OF SUBMITTER:	Maria Victoria Pangonis-Senior		
Signature:	/Maria Victoria Pangonis-Senior/		

OP \$40.00 85345566

900209302

**TRADEMARK
 REEL: 004676 FRAME: 0611**

Date:

12/12/2011

Total Attachments: 3

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ASSIGNMENT OF TRANSFERRED INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF TRANSFERRED INTELLECTUAL PROPERTY (the "*Assignment*") is made as of October 12, 2011, by and among Woodward Camp, Inc., a Pennsylvania corporation ("*Woodward PA*"), Sports Management Group, Inc., a Pennsylvania corporation ("*SMG*"), Sports Partners, LP, a Pennsylvania limited partnership ("*SP LP*"), Woodward Camp Properties Inc., a Pennsylvania corporation ("*Woodward Properties*"), and Woodward China, LLC, a Pennsylvania limited liability company ("*Woodward China*") (jointly, severally, and collectively, "*Assignor*") on the one hand, and Powdr-Woodward PA LLC, a Delaware limited liability company ("*Assignee*") on the other hand, under the following circumstances:

BACKGROUND:

This Assignment is being executed and delivered pursuant to that certain Purchase and Sale Agreement by and among Assignor, Woodward of California, Inc., a California corporation ("*Woodward California*"), Woodward West, LLC, a California limited liability company ("*Woodward West*"), Woodward Hospitality, LLC, a California limited liability company ("*Woodward Hospitality*"), the Equity Owners (as defined in the Purchase Agreement) and Michael Stillman on the one hand, and Powdr Corp., a Delaware Corporation ("*Powdr*"), Powdr Woodward — CA LLC ("*Powdr CA*") and Assignee on the other hand, dated as of July 1, 2011 ("*Purchase Agreement*"). All initially capitalized terms used but not otherwise defined in this Assignment shall have the meanings assigned to such terms in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follow

1. Assignor hereby assigns to Assignee all of its right, title and interest in, to and under the Transferred Intellectual Property set forth in Exhibit A attached hereto and all pending or inchoate actions or claims related to any of the foregoing, including the right to sue for past infringement or breaches of contract.

2. Assignee hereby accepts this assignment and assumes the performance of and agrees to be bound by all of the terms, covenants and conditions arising or accruing in connection with the Transferred Intellectual Property on the Assignor's part to be performed and Assignee does hereby assume all obligations of Assignor arising or to be performed by Assignor in connection with the Transferred Intellectual Property from and after the date hereof or as otherwise included in the Assumed Liabilities,

3. Assignor agrees that on written request and without further consideration, but at the sole cost and expense of Assignee, to render all reasonably requested assistance to Assignee to establish or protect Assignee's rights in and to the Transferred Intellectual Property.

4. This Assignment may be executed in one or more counterparts, and each signatory hereto may sign on a separate counterpart, each of which shall be deemed an original and all of which, when taken together, shall constitute one instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Assignment to physically form one document. Facsimile signature pages will be acceptable and shall be conclusive evidence of execution.

5. The assignments and assumptions made in this Assignment are made solely to the extent required at Closing by the Purchase Agreement. This Assignment is expressly made subject to the Purchase Agreement, and any conflict between the terms of this Assignment and the terms of the Purchase Agreement shall be construed in favor of the Purchase Agreement.

IN WITNESS WHEREOF, this Assignment has been executed as of the date and year first above written.

ASSIGNOR:

POWDR-WOODWARD PA, LLC

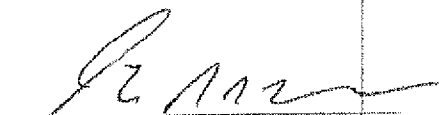
By: 
Gary P. Ream, President

EXHIBIT "A"

DESCRIPTION OF TRANSFERRED INTELLECTUAL PROPERTY

U.S. Marks

1. WOODWARD for IC 041. US 100 101 107. G & S: Sport camps; Sports camp services; Sports instruction services; Sports training services; Educational services, namely, providing courses of instruction at the primary and secondary level and distributing applicable course materials in connection therewith; Entertainment services in the nature of development, creation, production and post-production services of multimedia entertainment content; Educational services, namely, providing courses of instruction in development, creation, production and post-production in multi-media entertainment. FIRST USE: 19701231. FIRST USE IN COMMERCE: 19701231