

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
ASC Utah LLC		05/29/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	VR CPC Holdings, Inc.		
Street Address:	390 Interlocken Crescent		
Internal Address:	c/o Vail Resorts Management Company		
City:	Broomfield		
State/Country:	COLORADO		
Postal Code:	80021		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4324796	CANYONS	
Registration Number:	3027313	THE CANYONS	
Registration Number:	3753620	THE CANYONS	
Registration Number:	2327938	THE CANYONS	
Serial Number:	85818801	PLAY HARD LIVE EASY	
Serial Number:	85367659	SKILINK	
Registration Number:	4251707	ORANGE BUBBLE	
Registration Number:	4064445	CLOUD DINE	
Serial Number:	77857119	SKI LINK	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			

CH \$240.00 4324796

Phone: 949-451-3800
Email: skann@gibsondunn.com
Correspondent Name: Stephanie S. Kann, Senior Paralegal
Address Line 1: 3161 Michelson Drive
Address Line 2: Gibson, Dunn & Crutcher LLP
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER: 94514-00166

NAME OF SUBMITTER: Stephanie S. Kann

Signature: /stephanie s. kann/

Date: 05/31/2013

Total Attachments: 7
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of May 29, 2013 (the "Effective Date") by and between ASC Utah LLC, a limited liability company formed under the laws of the State of Delaware ("Assignor") and VR CPC Holdings, Inc., a corporation formed under the laws of the State of Delaware ("Assignee").

WHEREAS, Assignor and Assignee have entered into a Transaction Agreement, dated May 24, 2013 (the "Transaction Agreement") and an Assignment and License of Intellectual Property dated May 29, 2013 (the "IP Agreement"); and

WHEREAS, in connection with the Transaction Agreement and pursuant to the IP Agreement, the parties to the Transaction Agreement and the IP Agreement desire that Assignor transfer to Assignee all of the right, title and interest of Assignor in and to the trademarks and trademark applications (together with all goodwill associated therewith and symbolized thereby) set forth on Attachment A attached hereto (the "Assigned IP"); and

WHEREAS, Assignee wishes to acquire all of Assignor's right, title and interest in and to the Assigned IP, and Assignor wishes to assign such right, title and interest in and to such Assigned IP to Assignee.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Transfer of Assigned IP. Assignor does hereby grant, bargain, sell, transfer, convey, assign, alienate, release and deliver to Assignee and its successors and assigns, and Assignee does hereby accept, all of Assignor's right, title and interest in and to the Assigned IP but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Assigned IP, together with all causes of action and enforcement rights, whether currently pending, filed, or otherwise, for the Assigned IP, including all rights to damages, injunctive relief and other remedies for past, current and future infringement of the Assigned IP.

2. Further Assurances. Assignor covenants and agrees that, at any time and from time to time upon the request of Assignee, Assignor shall provide any further necessary documentation and do all further acts reasonably requested by Assignee to confirm and perfect title in and to the Assigned IP in Assignee, its successors and assigns.

3. Entire Agreement. This Assignment, the IP Agreement and the Transaction Agreement, reflect the entire understanding of the parties hereto relating to the sale, assignment, transfer, conveyance and delivery of the Assigned IP from Assignor to Assignee, and supersedes all prior agreements, understandings or letters of intent between or among the parties hereto regarding the subject matter of this Assignment, the IP Agreement and the Transaction Agreement.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law and Venue. This Assignment and all disputes or controversies arising out

of or relating to this Assignment or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Utah, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Utah.

6. Counterparts. This Assignment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

Remainder of page intentionally left blank

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

ASC Utah LLC

By: _____

Name: *Jack Bistricec*

Title: *Chairman*

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss.

On May 2, 2013 before me, Daniel B. Blaser, Notary Public, personally appeared Jack Bistricer, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his 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.



Notary Public

DANIEL B. BLASER
Notary Public, State of New York
No. 02BL6161638
Qualified in New York County
Commission Expires February 26, 2015

ASSIGNEE:

VR CPC Holdings, Inc.

By:

A handwritten signature in cursive script, appearing to read "F. Arnold", is written over a horizontal line.

Name: Fiona E. Arnold

Title: Executive Vice President and General Counsel

[Signature page to Trademark Assignment]

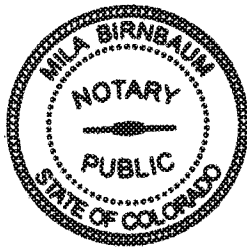
TRADEMARK
REEL: 005038 FRAME: 0636

STATE OF)
COLORADO)

) ss.:

COUNTY OF)
BROOMFIELD)

On the 2nd day of May, 2013 before me, the undersigned, personally appeared Fiona E. Arnold, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



My Commission Expires March 7, 2016

[Handwritten Signature]

(Notary's official signature)

3/7/2016

(Commission expiration)

[Signature page to Trademark Assignment]

Attachment A

Trademark Registrations and Applications

Title	Reg. No./App. No.
CANYONS	Reg. No. 4324796
THE CANYONS	Reg. No. 3027313
THE CANYONS & Design	Reg. No. 3753620
THE CANYONS & Design	Reg. No. 2327938
PLAY HARD LIVE EASY	Serial No. 85818801
SKILINK	Serial No. 85367659
ORANGE BUBBLE	Reg. No. 4251707
CLOUD DINE	Reg. No. 4064445
SKI LINK	Serial No. 77857119

[Signature page to Trademark Assignment]