

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KILLINGTON/PICO SKI RESORT PARTNERS, LLC		05/31/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as Collateral Agent		
Street Address:	100 FEDERAL STREET		
City:	BOSTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4312403		
Registration Number:	4323435	KILLINGTON	
Registration Number:	4334015	THE BEAST	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2023704761		
Email:	tfahey@nationalcorp.com		
Correspondent Name:	Thomas Fahey		
Address Line 1:	1025 Vermont Avenue NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	F145984		

OP \$90.00 4312403

NAME OF SUBMITTER:	ANDREW NASH
Signature:	/ANDREW NASH/
Date:	08/15/2013
Total Attachments: 5 source=Killington-Pico Ski Resort IPSA#page2.tif source=Killington-Pico Ski Resort IPSA#page3.tif source=Killington-Pico Ski Resort IPSA#page4.tif source=Killington-Pico Ski Resort IPSA#page5.tif source=Killington-Pico Ski Resort IPSA#page6.tif	

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

May 31, 2013

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, KILLINGTON/PICO SKI RESORT PARTNERS, LLC, a Delaware limited liability company (the "Grantor"), hereby grants to BANK OF AMERICA, N.A., as collateral agent for itself and the other Secured Parties (as defined in the Master IP Agreement referred to below) (in such capacity, the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations, as such term is defined in the Master Amended and Restated Intellectual Property Collateral Security and Pledge Agreement dated as of May 10, 2007 (as amended, restated, supplemented, or otherwise modified from time to time (including pursuant to the First Amendment, the Second Amendment and the Restructuring Letter Agreement referred to below), the "Master IP Agreement") by, among others, Greater Park City Company, a Utah corporation, and certain of its affiliates and the Assignee, to which (i) Powdr – Copper Mountain LLC, a Delaware limited liability company ("Powdr – Copper"), joined as an Assignor pursuant to that certain Joinder, First Amendment and Confirmation of Intellectual Property Collateral Security and Pledge Agreement (the "First Amendment") among the Assignors party thereto and the Grantee, (ii) Powdr – Woodward PA LLC, a Delaware limited liability company, joined as an Assignor pursuant to that certain Joinder, Second Amendment and Confirmation of Intellectual Property Collateral Security and Pledge Agreement (the "Second Amendment") among the

Assignors party thereto and the Grantee, and (iii) the Grantor joined as an Assignor pursuant to that certain letter agreement (the "Restructuring Letter Agreement") dated as of the date hereof by, among others, the Grantor and the Grantee.

The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Master IP Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Master IP Agreement, the provisions of the Master IP Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date above first written.

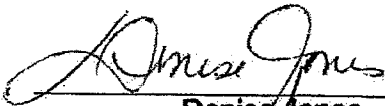
**KILLINGTON/PICO SKI RESORT
PARTNERS, LLC,**
a Delaware limited liability company

By: Killington Mountain Resort Holding
Company, a Delaware corporation

Its: Managing Member

By: 
Jennifer Botter, Senior Vice President and
Chief Financial Officer

**BANK OF AMERICA, N.A., as collateral agent,
as Grantee**

By: 
Name: Denise Jones
Title: Assistant Vice President

Signature Page to Grant of Security Interest in United States Trademarks

**TRADEMARK
REEL: 005092 FRAME: 0234**

SCHEDULE A

U.S. TRADEMARKS REGISTERED

MARK	OWNER	REGISTRATION NUMBER	REGISTRATION DATE
KILLINGTON (logo)	Killington/Pico Ski Resort Partners, LLC	4312403	4-2-2013
KILLINGTON	Killington/Pico Ski Resort Partners, LLC	4323435	4-23-2013
THE BEAST	Killington/Pico Ski Resort Partners, LLC	4334015	5-14-2013

U.S. TRADEMARKS APPLICATIONS

None.

1559978.2

Schedule A to Grant of Security Interest in United States Trademarks