

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lehman Commercial Paper Inc.		09/23/2013	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Moonlight Basin Ranch Limited Partnership		
Street Address:	1271 Avenue of the Americas		
Internal Address:	38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	LIMITED PARTNERSHIP: OHIO		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3687497	THE RESERVE AT MOONLIGHT BASIN	
Registration Number:	3558960	MOONLIGHT BASIN	
Registration Number:	2011576	SKI MOONLIGHT	
Registration Number:	1869974	MOONLIGHT BASIN RANCH	
Serial Number:	77402466	MOOSE CREEK CLUB	
Serial Number:	77212371	GENUINE MONTANA	
Serial Number:	77212349	MOONLIGHT MONTANA	
Serial Number:	77551469	MOONLIGHT	
Serial Number:	77612165	THE CLUB AT MOONLIGHT	
Serial Number:	77612161	MOONLIGHT BASIN	
CORRESPONDENCE DATA			
Fax Number:	9177777373		
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent			

TRADEMARK

via US Mail.

Phone: 212-735-3000
Email: andrew.patrick@skadden.com
Correspondent Name: Skadden Arps Slate Meagher & Flom LLP
Address Line 1: Four Times Square
Address Line 2: Attn: Kenneth Chiu, Esq.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	163390/1
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NAME OF SUBMITTER:	Kenneth Chiu
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Signature:	/Kenneth Chiu/
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Date:	09/24/2013
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Total Attachments: 5

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TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

This **TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT** (this "**Termination and Release**") dated as of September 23, 2013, is made by Lehman Commercial Paper Inc. ("**Lender**"), in favor of Moonlight Basin Ranch Limited Partnership and each of the entities that became a party to the Trademark Security Agreement and their respective successors and assigns pursuant to the Credit Agreement referred to below (each a "**Grantor**" and collectively, the "**Grantors**").

WITNESSETH:

WHEREAS, pursuant to that certain Senior Secured Super-Priority Debtor-In-Possession Credit Agreement, dated as of January 12, 2010 among Moonlight Basin Ranch Limited Partnership as borrower (the "**Borrower**"), certain subsidiaries and affiliates of the Borrower as Guarantors and Lehman Commercial Paper Inc., as lender (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, mortgaged, pledged and hypothecated to Lender for its benefit, and granted a lien on and security interest in, all of its right, title and interest in, to and under the Trademark Collateral (as defined below) (the "**Security Interest**");

WHEREAS, in connection with the Credit Agreement, the Grantors executed that certain Trademark Security Agreement, dated as of January 12, 2010, in favor of Lender (the "**Trademark Security Agreement**") for recording the grant of the Security Interest in the Trademark Collateral with the United States Patent and Trademark Office and any other appropriate governmental authorities;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on January 15, 2010 at Reel 4132/Frame 0306; and

WHEREAS, the parties seek to make record of Lender's release to the Grantors of any and all of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lender hereby agrees with the Grantors as follows:

1. Definitions.

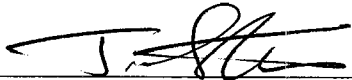
- (a) All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.
- (b) "**Trademark License**" means any agreement, whether written or oral, to which any Grantor is a party providing for the grant by or to any Grantor of any right in or to any Trademark or providing for any covenant not to sue with respect to any Trademark or permitting co-existence with respect to any Trademark.
- (c) "**Trademark Collateral**," means, collectively, all of each Grantor's right, title and interest in, to and under the following Collateral of such Grantor:

- (i) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;
 - (ii) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
 - (iii) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (A) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (B) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.
2. Release of Security Interest. Lender hereby terminates, releases and discharges fully the Security Interest in all right, title or interest of the Grantors in, to and under all of the Trademark Collateral, including, without limitation, the registrations and recordings thereof, and applications filed in connection therewith set forth on Schedule I hereto.
3. Governing Law. THIS TERMINATION AND RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

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IN WITNESS WHEREOF, Lender has caused this Termination and Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

LEHMAN COMMERCIAL PAPER INC.

By: 
Name: _____
Title: **Jonas Stiklorius**
Authorized Signatory

[Signature Page to Termination and Release of Trademark Security Agreement]

TRADEMARK
REEL: 005116 FRAME: 0739

Schedule I
to
Termination and Release of Trademark Security Agreement

Trademark Registration

A. REGISTERED TRADEMARKS

REGISTERED TRADEMARKS – U.S.

<u>Mark</u>	<u>Registration #</u>
THE RESERVE AT MOONLIGHT BASIN	3,687,497
MOONLIGHT BASIN	3,558,960
SKI MOONLIGHT	2,011,576
MOONLIGHT BASIN RANCH	1,869,974

REGISTERED TRADEMARKS – CANADA

<u>Mark</u>	<u>Registration #</u>
MOONLIGHT BASIN RANCH	TMA452440

B. TRADEMARK APPLICATIONS

TRADEMARK APPLICATIONS – U.S.

<u>Mark</u>	<u>Application #</u>
MOOSECREEK CLUB	77402466
GENUINE MONTANA	77212371
MOONLIGHT MONTANA	77212349
MOONLIGHT	77551469
THE CLUB AT MOONLIGHT	77612165
MOONLIGHT BASIN	77612161

TRADEMARK APPLICATIONS – CANADA

<u>Mark</u>	<u>Application #</u>
MOONLIGHT BASIN	1242839

C. TRADEMARK LICENSES: NONE.