

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 |
| MT MOONLIGHT BASIN RESORT LLC | | 10/01/2013 | LIMITED LIABILITY COMPANY: DELAWARE |

| | |
|-----------------------------|-------------------------------------|
| RECEIVING PARTY DATA | |
| Name: | MB MT ACQUISITION LLC |
| Street Address: | One Boston Place |
| Internal Address: | Suite 2300 |
| City: | Boston |
| State/Country: | MASSACHUSETTS |
| Postal Code: | 02108 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

| | | |
|-----------------------------------|----------|--------------------------------|
| PROPERTY NUMBERS Total: 12 | | |
| Property Type | Number | Word Mark |
| Registration Number: | 1869974 | MOONLIGHT BASIN RANCH |
| Registration Number: | 2011576 | SKI MOONLIGHT |
| Registration Number: | 4261628 | MOONLIGHT |
| Registration Number: | 3877452 | MOONLIGHT BASIN |
| Registration Number: | 3872627 | MOONLIGHT BASIN |
| Registration Number: | 3872628 | |
| Registration Number: | 3971521 | SKI MOONLIGHT |
| Registration Number: | 3558960 | MOONLIGHT BASIN |
| Registration Number: | 3687497 | THE RESERVE AT MOONLIGHT BASIN |
| Serial Number: | 85287978 | GENUINE MONTANA |
| Serial Number: | 85287973 | MOONLIGHT MONTANA |
| Serial Number: | 77612165 | THE CLUB AT MOONLIGHT |

OP \$315.00 1869974

CORRESPONDENCE DATA

Fax Number: 4062560277

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 406-255-7275

Email: rgriffin@crowleyfleck.com

Correspondent Name: Robert C. Griffin

Address Line 1: 490 North 31st Street

Address Line 4: Billings, MONTANA 59101

| | |
|-------------------------|---------------------|
| ATTORNEY DOCKET NUMBER: | 63-891-001 |
| NAME OF SUBMITTER: | Robert C. Griffin |
| Signature: | /Robert C. Griffin/ |
| Date: | 11/08/2013 |

Total Attachments: 6

source=trademark assignment#page1.tif

source=trademark assignment#page2.tif

source=trademark assignment#page3.tif

source=trademark assignment#page4.tif

source=trademark assignment#page5.tif

source=trademark assignment#page6.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment"), is made and entered into as of October 1, 2013 (the "Effective Date"), by and between MT MOONLIGHT BASIN RESORT LLC, a Delaware limited liability company, having an office at c/o Lehman Brothers Holdings Inc., 1271 Avenue of the Americas, 38th Floor, New York, New York 10020 ("Assignor") and MB MT ACQUISITION LLC, a Delaware limited liability company having an office at One Boston Place, Suite 2300, Boston, Massachusetts 02108 ("Assignee") (each, a "Party" and collectively, the "Parties"). All capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the Asset Purchase Agreement (defined herein below).

WHEREAS, the Parties and certain of their Affiliates have entered into that certain Asset Purchase Agreement, dated August 2, 2013, as amended by that certain First Amendment to the Asset Purchase Agreement dated as of August 28, 2013, as further amended by that certain Second Amendment to the Asset Purchase Agreement dated as of September 30, 2013 (as so amended, the "Asset Purchase Agreement");

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to sell, assign, and convey to Assignee all of Assignor's right, title, and interest in and to the trademark applications and registrations set forth on Schedule A hereto (collectively, the "Assigned Marks"); and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor and Assignee have agreed to enter into this Assignment.

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

Conveyance. Assignor does hereby sell, convey, assign and transfer to Assignee all of Assignor's right, title and interest in and to the Assigned Marks, together with (i) the goodwill symbolized thereby, (ii) all applications, registrations, renewals, and statements or use thereof, and (iii) the right to sue and recover for past infringement, dilution, or other violation thereof.

Recordation. Assignor hereby requests the Commissioner of Patents and Trademarks and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the owner of the Assigned Marks, and to issue any and all Assigned Marks to Assignee, as assignee of Assignor's entire right, title and interest in, to, and under the same. Assignee shall have the right to record this

Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Assigned Marks.

No Modification. Nothing contained in this Assignment is intended to or shall be deemed to modify, alter, expand, amend or otherwise change any of the rights or obligations of Assignor and Assignee under the Asset Purchase Agreement.

Successors and Assigns. This Assignment shall be binding upon, shall inure to the benefit of, and shall be enforceable by the Parties and their permitted successors and assigns.

Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Headings. The captions and headings herein are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

Governing Law. This Assignment in all respects shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and performed wholly within such State. To the fullest extent permitted by law, the parties hereby unconditionally and irrevocably waive and release any claim that the law of any other jurisdiction governs this Agreement and this Agreement shall be governed and construed in accordance with the laws of the State of New York as aforesaid pursuant to Section 5-1401 of the New York General Obligations Law.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the date first written above.

SELLER:

MT MOONLIGHT BASIN RESORT LLC

By: MT Moonlight Basin Resort LLC, as managing member


By:  _____

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

Signature Page to Assignment of Trademark

ASSIGNEE:

MB MT ACQUISITION LLC

By: 
Name: Matthew E. Kidd
Title: Authorized Representative

SCHEDULE A TO TRADEMARK ASSIGNMENT

| Owner | Registration/Serial # | Filing and Registration Date | Country | Description of Trademark Mark Drawing Type |
|-------------------------------|------------------------------|-------------------------------------|----------------|---|
| MT Moonlight Basin Resort LLC | TMA-452440 | Appn. 0747276 | Canada | Moonlight Basin Ranch |
| MT Moonlight Basin Resort LLC | TMA-766033 | Appn. 1242839 | Canada | Moonlight Basin |
| MT Moonlight Basin Resort LLC | 1869974/74452228 | 10/28/1993 12/27/1994 | USA | Moonlight Basin Ranch Words/letters/##s |
| MT Moonlight Basin Resort LLC | 2011576/74679137 | 5/23/1995 10/29/1996 | USA | Ski Moonlight Words/letters/##s |
| MT Moonlight Basin Resort LLC | Serial # 77551469 | 8/20/2008 | USA | Moonlight Standard Character Mark |
| MT Moonlight Basin Resort LLC | 3877452/77612161 | 11/11/2008 11/16/2010 | USA | Moonlight Basin Standard Character Mark |
| MT Moonlight Basin Resort LLC | Serial #77612165 | 11/11/2008 | USA | The Club At Moonlight Standard Character Mark |
| MT Moonlight Basin Resort LLC | 3872627/77948052 | 03/02/2010 11/09/2010 | USA | Moonlight Basin Standard Character Mark |
| MT Moonlight Basin Resort LLC | 3872628/77948062 | 03/02/2010 11/09/2010 | USA | An illustration drawing without any words/letters/##s (Tree Moon) |
| MT Moonlight Basin Resort LLC | 3971521/77948184 | 03/02/2010 05/31/2011 | USA | Ski Moonlight Standard Character Mark |
| MT Moonlight Basin Resort LLC | 3558960/78471856 | 08/23/2004 01/06/2009 | USA | Moonlight Basin Standard Character Mark |
| MT Moonlight Basin Resort LLC | 3687497/78648245 | 06/10/2005 09/22/2009 | USA | The Reserve At Moonlight Basin Standard Character Mark |

| | | | | |
|-------------------------------------|------------------|---|-----|---|
| MT Moonlight Basin Resort LLC | Serial #85287973 | 04/06/2011 N/A | USA | Moonlight Montana Standard Character Mark |
| MT Moonlight Basin Resort LLC | Serial #85287978 | Notice of Allowance granted 10/25/2011. Statement of Use 4 th extension granted to 4/25/2014. 04/06/2011 (original mark application file date) | USA | Genuine Montana Standard Character Mark |