

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM320252

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Greater Park City Company		09/11/2014	CORPORATION: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VR CPC HOLDINGS, INC.		
<b>Street Address:</b>	390 Interlocken Crescent		
<b>City:</b>	Broomfield		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	81620		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86331507	PARK CITY	
<b>Registration Number:</b>	4118705	"I RIDE PARK CITY"	
<b>Registration Number:</b>	4236079	PARK CITY MOUNTAIN RESORT	
<b>Registration Number:</b>	3610047	ADVENTURE AT EVERY TURN	
<b>Registration Number:</b>	2920489	FAST TRACKS	
<b>Registration Number:</b>	2840839	ZIPRIDER	
<b>Registration Number:</b>	2590265		
<b>Registration Number:</b>	2579369		
<b>Registration Number:</b>	2257774	PARK CITY MOUNTAIN RESORT	
<b>Registration Number:</b>	2259883	PARK CITY MOUNTAIN RESORT	
<b>Registration Number:</b>	2290449	PARK CITY MOUNTAIN RESORT	
<b>Registration Number:</b>	2265479	PARK CITY MOUNTAIN RESERVATIONS	
<b>Registration Number:</b>	1888944	THE HEART OF AMERICAN SKIING	
<b>Registration Number:</b>	1804854	PARK CITY SKI AREA	
<b>Registration Number:</b>	1803462	PARK CITY SKI AREA	
<b>Registration Number:</b>	1802123	AMERICA'S OPENING	
<b>Serial Number:</b>	75813820	PCMR	
<b>Serial Number:</b>	75813818	PCMR	
<b>CORRESPONDENCE DATA</b>			
			<b>TRADEMARK</b>

**Fax Number:** 3036073600

***Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***

**Phone:** 303-607-3500

**Email:** tmdnvr@faegrebd.com

**Correspondent Name:** Natalie Hanlon Leh

**Address Line 1:** 1700 Lincoln Street

**Address Line 2:** 3200 Wells Fargo Center

**Address Line 4:** Denver, COLORADO 80203-4532

<b>ATTORNEY DOCKET NUMBER:</b>	478130.395933
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<b>NAME OF SUBMITTER:</b>	Natalie Hanlon Leh
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<b>SIGNATURE:</b>	/Natalie Hanlon Leh/
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<b>DATE SIGNED:</b>	10/16/2014
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**Total Attachments: 14**

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**ASSIGNMENT OF  
INTELLECTUAL PROPERTY**

This Assignment and License of Intellectual Property (this "Agreement") is made as of September 11, 2014 by and among GREATER PARK CITY COMPANY, a Utah corporation (the "Company"), POWDR CORP., a Delaware corporation ("POWDR"), GREATER PROPERTIES, INC., a Delaware corporation ("GPI"), PARK PROPERTIES, INC., a Delaware corporation ("PPI"), and POWDR DEVELOPMENT COMPANY, a Utah corporation (with the Company, POWDR, GPI, and PPI each a "Seller" and collectively, the "Sellers") and VR CPC HOLDINGS, INC., a Delaware corporation ("Buyer").

**RECITALS**

A. Sellers and Buyer have entered into that certain Purchase and Sale Agreement, dated as of September 11, 2014 (the "Purchase Agreement"), pursuant to which Sellers have agreed to transfer and sell to Buyer the Business Assets (as such term is defined in the Purchase Agreement). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

B. Pursuant to the Purchase Agreement, Sellers desire to sell, transfer, convey, assign, grant, set over and deliver to Buyer, and Buyer desires to acquire all of Sellers' respective right, title, and interest in certain intellectual property (as further described herein).

C. The intellectual property to be assigned is comprised of all intellectual property (i) related to, or used or held for use in connection with, the Business and held by the Company or (ii) primarily related to, or primarily used or held for use in connection with, or necessary to the Business and held by any Seller (other than the Company) or any Related Party, including without limitation the types of intellectual property described on Exhibit A attached hereto ("PCMR IP").

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing premises, the covenants and agreements contained in the Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers hereby agree as follows:

1. Assignment. Sellers do hereby sell, transfer, convey, assign, grant, set over and deliver to Buyer, and Buyer hereby accepts, all of Sellers' respective right, title, and interest in and to the PCMR IP together with the goodwill associated with any trademarks contained therein (collectively, the "Assigned Intellectual Property") the same to be held by Buyer for Buyer's own use and enjoyment, and for the use and enjoyment of Buyer's successors, assigns, designees, nominees and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Sellers if this Agreement and transaction had not been executed, together with all causes of action (in law or equity), claims, demands and any other rights for, or arising from any past, present or future infringement, of the Assigned Intellectual Property, along with the right to sue for and collect any damages for the use and benefit of Buyer and Buyer's successors, assigns, designees, nominees and other legal representatives.

2. Cooperation.

(a) Sellers agree, at the request and cost of Buyer, to promptly sign, execute, make all such deeds and documents as Buyer and its Representatives may reasonably require:

(i) to apply for, obtain, register and vest in the name of Buyer alone (unless Buyer otherwise directs) all patents, copyrights, trademarks or other intellectual property rights included in the Assigned Intellectual Property; and

(ii) to defend any judicial, opposition or other proceedings in respect of such applications and any judicial, opposition or other proceeding, petition or application for revocation of any such patent, copyright, trademark or other intellectual property right included in the Assigned Intellectual Property.

3. Notice.

(a) All notices and other communications hereunder shall be in writing and shall be deemed duly given (i) on the date of delivery if delivered personally, or if by e-mail, only upon written confirmation expressly acknowledging receipt by e-mail or otherwise, (ii) on the first Business Day following the date of dispatch if delivered utilizing a next-day service by a recognized next-day courier or (iii) on the earlier of confirmed receipt or the fifth Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered to the addresses set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

(1) if to the Sellers, to:

POWDR CORP.  
1790 Bonanza, Suite W201  
Park City, Utah 84060  
Attention: CEO and CFO  
E-mail: [johncumming@powdr.com](mailto:johncumming@powdr.com) & [jsilbey@powdr.com](mailto:jsilbey@powdr.com)

and to

AMERICAN INVESTMENT COMPANY  
PO Box 4902  
148 South Redmond Street  
Jackson, WY 83001  
Attention: Matthew Ireland, Colby Rollins, Cathy Handley  
Email: [Matt@aicpvt.com](mailto:Matt@aicpvt.com), [colby@aicpvt.com](mailto:colby@aicpvt.com) & [cathy@aicpvt.com](mailto:cathy@aicpvt.com)

with a copy (which shall not constitute notice) to:

Weil Gotshal & Manges LLP  
767 Fifth Avenue  
New York, New York 10153  
Attention: Jon-Paul Bernard  
E-mail: jon-paul.bernard@weil.com

(2) if to the Buyer, to:

VR CPC Holdings, Inc.  
390 Interlocken Crescent  
Broomfield, CO 81620  
Attention: Michael Z. Barkin, EVP & CFO  
E-mail: MBarkin@vailresorts.com

with a copy to:

VR CPC Holdings, Inc.  
  
390 Interlocken Crescent  
Broomfield, CO 81620  
Attention: Randall E. Mehrberg, EVP & General Counsel  
E-mail: [RMehrberg@vailresorts.com](mailto:RMehrberg@vailresorts.com) &  
[MWarren@vailresorts.com](mailto:MWarren@vailresorts.com)

and with a copy (which shall not constitute notice) to:

Gibson, Dunn & Crutcher LLP  
1801 California St., Suite 4200  
Denver, Colorado 80202  
Attention: Beau Stark  
Email: [bstark@gibsondunn.com](mailto:bstark@gibsondunn.com)

4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Utah without regard to principles of conflicts of laws.

5. Entire Agreement; Modifications. This Agreement, the Purchase Agreement, and the Transaction Documents (as defined in the Purchase Agreement) represent the entire agreement of the parties with respect to the subject matter hereof, and, accordingly, all understandings and agreements heretofore had between the parties are merged in this Agreement and such other documents, which alone fully and completely express the agreement of the parties. No amendment, surrender or other modification of this Agreement shall be effective unless in writing and signed by the party to be charged therewith.

6. Severability. If any provision of this Agreement or the application thereof to any Person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of that provision to other Persons or circumstances shall not be affected but rather shall be enforced to the extent permitted by law.

7. Interpretation. The terms and provisions of the Purchase Agreement shall apply to this Agreement, and nothing in this Agreement, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Purchase and Sale Agreement. The captions, headings and titles in this Agreement are solely for convenience of references and shall not affect its interpretation. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted. Each covenant, agreement, obligation or other provision of this Agreement to be performed shall be deemed and construed as a separate and independent covenant, not dependent on any other provision of this Agreement. Whenever in this Agreement the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and, in each case, vice versa, as the context may require. Each of Buyer and Sellers acknowledges that each party to this Agreement has been represented by legal counsel in connection with this Agreement and the transactions contemplated by this Agreement. Accordingly, any rule of Law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting party has no application and is expressly waived.

8. Counterparts. This Agreement may be executed in several counterparts, all of which, when taken together, constitute one and the same instrument.

9. No Third Party Beneficiaries. The rights in favor of Sellers and Buyer set forth in this Agreement shall be for the exclusive benefit of Sellers and Buyer, respectively, and their respective permitted successors and assigns, it being the express intention of the parties that in no event shall such rights be conferred upon or for the benefit of any third party.

*[The remainder of this page is intentionally left blank.]*

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

**ASSIGNORS:**

**Greater Park City Company,**  
a Utah corporation

By: 

Name: John Cumming  
Title: Chief Executive Officer

**POWDR Corp.,**  
a Delaware corporation

By: 

Name: John Cumming  
Title: Chief Executive Officer

**Greater Properties, Inc.,**  
a Delaware corporation

By: \_\_\_\_\_

Name: Colby Rollins  
Title: Chief Operating Officer

**Park Properties, Inc.,**  
a Delaware corporation

By: \_\_\_\_\_

Name: Colby Rollins  
Title: Chief Operating Officer

*[Signature page to Assignment of Intellectual Property]*

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

**ASSIGNORS:**                    **Greater Park City Company,**  
a Utah corporation

By: \_\_\_\_\_  
Name: John Cumming  
Title: Chief Executive Officer

**POWDR Corp.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: John Cumming  
Title: Chief Executive Officer

**Greater Properties, Inc.,**  
a Delaware corporation

By:  \_\_\_\_\_  
Name: Colby Rollins  
Title: Chief Operating Officer

**Park Properties, Inc.,**  
a Delaware corporation

By:  \_\_\_\_\_  
Name: Colby Rollins  
Title: Chief Operating Officer

*[Signature page to Assignment of Intellectual Property]*



**POWDR Development Company,**  
a Utah corporation

By 

Name: John Cumming


Title: Chief Executive Officer

*[Signature page to Assignment of Intellectual Property]*

**TRADEMARK**  
**REEL: 005382 FRAME: 0226**

**ASSIGNEE:**

**VR CPC HOLDINGS, INC.,**  
a Delaware corporation

By:  \_\_\_\_\_  
Name: Michael Z. Barkin  
Title: EVP & Chief Financial Officer

*[Signature page to Assignment of Intellectual Property]*

**TRADEMARK**  
**REEL: 005382 FRAME: 0227**

## **EXHIBIT A**

### **PCMR IP**

The PCMR IP consists of all intellectual property rights, trademarks, trade names, patents, copyrights, and trade secrets (i) related to, or used or held for use in connection with the Business and held by the Company or (ii) primarily related to, primarily used for or held for use in connection with, or necessary to the Business and held by any Seller (other than the Company) or any Related Party. Without limiting the foregoing, the PCMR IP includes the following:

1. All intellectual property rights in and to the names “Park City Mountain Resort” and “PCMR.”
2. All intellectual property rights in and to any websites and web domains held or used in connection with the Business, including without limitation the following websites and web domains:

<http://www.Parkcitymountain.com>

<http://www.irideparkcity.tv/iridepc>

<http://www.pcmr.com>

<http://www.irideparkcity.info>

<http://www.irideparkcity.net>

<http://www.irideparkcity.tv>

<http://www.iridepc.com>

<http://www.myparkcitypass.com>

<http://www.parkcityallstars.com>

<http://www.parkcitylastminutedeals.com>

<http://www.parkcitymountain.xxx>

<http://www.parkcitymountainresort.com>

<http://www.parkcitymountainresortlodging.com>

<http://www.parkcitymountainresortproperties.com>

<http://www.parkcityresort.com>

<http://www.parkcityskiing.com>

<http://www.parkcitysnow.com>

<http://www.parkcitysummer.com>

<http://www.parkcityvacation.com>

<http://www.pcmountainresortproperties.com>

<http://www.pcmrlodging.com>

<http://www.pcmrproperties.com>

<http://www.pcride.com>

<http://www.pcski.com>

<http://www.rideparkcity.com>

3. All intellectual property rights in and to any social media accounts held or used in connection with the Business, and all content related to such accounts, including without limitation the following:

<https://www.facebook.com/parkcitymountainresort>

<https://twitter.com/PCski>

<http://www.pinterest.com/pcski/>

<https://www.youtube.com/>

<https://www.flickr.com/photos/pcmr/pcresort>




<https://plus.google.com/+parkcitymountainresort/posts>


<http://vimeo.com/pcmr>

<http://instagram.com/pcski>

4. All intellectual property rights in and to trail maps, photographs, images, videos, content, advertisements, advertising campaigns, advertising material, and customer information and research held or used in connection with the Business.
5. All intellectual property rights in and to any registered or unregistered marks held or used in connection with the Business, including without limitation the following registered marks:

Mark	Int'l Class(es)	Serial No. / Registration No. and Date(s)	Status	Current Owner
Park City	IC 041	Serial No.: 86331507 Filing Date: 7/8/2014 Reg. No.: N/A Reg. Date: N/A	Filed	Greater Park City Company, a Utah Corporation ("GPCC")
"I Ride Park City"	IC 041	Serial No.: 85426982 Filing Date: 9/20/2011 Reg. No.: 4118705 Reg. Date: 3/27/2012	Registered	GPCC
	IC 041	Serial No.: 85366569 Filing Date: 7/8/2011 Reg. No.: 4236079 Reg. Date: 11/6/2012	Registered	GPCC
Adventure At Every Turn	IC 041	Serial No.: 77437665 Filing Date: 4/2/2008 Reg. No.: 3610047 Reg. Date: 4/21/2009	Registered	GPCC
Fast Tracks	IC 041	Serial No.: 76552100 Filing Date: 12/29/2003 Reg. No.: 2920489 Reg. Date: 1/25/2005	Registered	GPCC
Ziprider	IC 028	Serial No.: 76304952 Filing Date: 8/27/2001 Reg. No.: 2840839 Reg. Date: 5/11/2004	Registered	GPCC

Mark	Int'l Class(es)	Serial No. / Registration No. and Date(s)	Status	Current Owner
	IC 025, 041, 042	Serial No.: 75776792 Filing Date: 8/16/1999 Reg. No.: 2590265 Reg. Date: 7/9/2002	Registered	GPCC
	IC 016	Serial No.: 75776256 Filing Date: 8/16/1999 Reg. No.: 2579369 Reg. Date: 6/11/2002	Registered	GPCC
<b>Park City Mountain Resort</b>	IC 041	Serial No.: 75314071 Filing Date: 9/24/1997 Reg. No.: 2257774 Reg. Date: 6/29/1999	Registered	GPCC
	IC 041	Serial No.: 75314069 Filing Date: 6/24/1997 Reg. No.: 2259883 Reg. Date: 7/6/1999	Registered	GPCC
<b>Park City Mountain Resort</b>	IC 016	Serial No.: 75314058 Filing Date: 6/24/1997 Reg. No.: 2290449 Reg. Date: 11/2/1999	Registered	GPCC

Mark	Int'l Class(es)	Serial No. / Registration No. and Date(s)	Status	Current Owner
Park City Mountain Reservations	IC 042	Serial No.: 75314056 Filing Date: 6/24/1997 Reg. No.: 2265479 Reg. Date: 7/27/1999	Registered	GPCC
The Heart of American Skiing	IC 041	Serial No.: 74504725 Filing Date: 3/24/1994 Reg. No.: 1888944 Reg. Date: 4/11/1995	Registered	GPCC
Park City Ski Area	IC 041	Serial No.: 74343566 Filing Date: 12/28/1992 Reg. No.: 1804854 Reg. Date: 11/16/1993	Registered	GPCC
	IC 041	Serial No.: 74343565 Filing Date: 12/28/1992 Reg. No.: 1803462 Reg. Date: 11/9/1993	Registered	GPCC
America's Opening	IC 020, 025, 041	Serial No.: 74306588 Filing Date: 8/24/1992 Reg. No.: 1802123 Reg. Date: 11/2/1993	Registered	GPCC
PCMR	IC 041, 042	Serial No.: 75813820 Filing Date: 10/4/1999 Reg. No.: N/A Reg. Date: N/A	Dead	GPCC

Mark	Int'l Class(es)	Serial No. / Registration No. and Date(s)	Status	Current Owner
PCMR	IC 025	Serial No.: 75813818 Filing Date: 10/4/1999 Reg. No.: N/A Reg. Date: N/A	Dead	GPCC