

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM355297

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SNOW SUMMIT SKI COMPANY, LLC		09/11/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
SNOW SUMMIT, LLC		09/11/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
MAMMOTH MOUNTAIN SKI AREA, LLC		09/11/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Delaware Life Insurance Company
Street Address:	1601 Trapelo Road
City:	Waltham
State/Country:	MASSACHUSETTS
Postal Code:	02451
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	4011523	MAMMOTH MOUNTAIN INN
Registration Number:	3686101	TAMARACK LODGE & RESORT
Registration Number:	2959479	MAMMOTH MOUNTAIN
Registration Number:	3926259	PLAY BIG
Registration Number:	3816369	PLAY BIG
Registration Number:	3756897	MAMMOTH
Registration Number:	3698487	PLAY BIG
Registration Number:	3698482	MAMMOTH
Registration Number:	4148219	MAMMOTH
Registration Number:	3883275	MAMMOTH MOUNTAIN CALIFORNIA
Registration Number:	3712719	MM
Registration Number:	3492245	JUNE MOUNTAIN
Registration Number:	3582402	JUNE MOUNTAIN
Registration Number:	3492242	JUNE MOUNTAIN
Registration Number:	3449051	MAMMOTH MEMORIES

OP \$665.00 4011523

Property Type	Number	Word Mark
Registration Number:	2720400	MAMMOTH MOUNTAIN CALIFORNIA
Registration Number:	4022795	STOMPING GROUNDS
Registration Number:	4124114	MAMMOTH BLACK
Registration Number:	3470240	BIG BEAR MOUNTAIN RESORTS BEAR MOUNTAIN
Registration Number:	3529704	BIG BEAR MOUNTAIN RESORTS
Registration Number:	3429359	SS SNOW SUMMIT
Registration Number:	3474585	BEAR MOUNTAIN
Registration Number:	3429355	HOT DAWGZ & HAND RAILS
Registration Number:	3429353	SNOW SUMMIT
Registration Number:	3810639	
Registration Number:	4063337	UNBOUND

CORRESPONDENCE DATA

Fax Number: 2122919868

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: 212-558-4229

Email: demarcor@sullcrom.com, nguyenb@sullcrom.com

Correspondent Name: Raffaele A. DeMarco

Address Line 1: 125 Broad Street

Address Line 2: Sullivan & Cromwell LLP

Address Line 4: New York, NEW YORK 10004-2498

ATTORNEY DOCKET NUMBER:	022327.00006(RAD)
NAME OF SUBMITTER:	Raffaele A. DeMarco
SIGNATURE:	/Raffaele A. DeMarco/
DATE SIGNED:	09/16/2015

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of September 11, 2015 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "Grantors") in favor of Delaware Life Insurance Company, not in its individual capacity but solely as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent").

WHEREAS, the Grantors are party to a Pledge and Security Agreement dated as of September 11, 2015 (the "Pledge and Security Agreement") between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

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

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1. Grant of Security. Each Grantor hereby mortgages, pledges, hypothecates and grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "Trademark Collateral"):

all United States, and foreign trademarks, trade names, trade styles, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations, recordings thereof and applications therefor including the registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all extensions and renewals of any of the foregoing and amendments thereto, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any Excluded Assets, including without limitation any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING 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).

SECTION 5. Grantor Remains Liable

Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

SECTION 6. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be

deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

SNOW SUMMIT SKI COMPANY, LLC,
as Grantor

By: 
Name: Rusty Gregory
Title: President and Chief Executive Officer

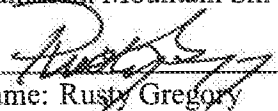
SNOW SUMMIT, LLC,
as Grantor

By: 
Name: Rusty Gregory
Title: Chief Executive Officer

MAMMOTH MOUNTAIN SKI AREA, LLC,
as Grantor

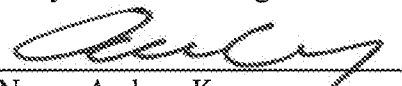
By: MMSA SPE Holdings, LLC, its sole member

By: Mammoth Mountain Ski Area, its sole member

By: 
Name: Rusty Gregory
Title: President and Chief Executive Officer

Accepted and Agreed:

DELAWARE LIFE INSURANCE COMPANY,
not in its individual capacity
but solely as Collateral Agent

By: 
Name: Andrew Kenney
Title: Chief Investment Officer

[Signature Page for Trademark Security Agreement]

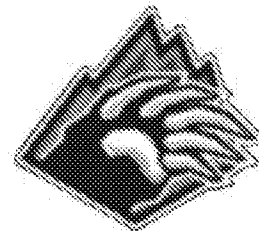
TRADEMARK
REEL: 005624 FRAME: 0852

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Registration/ Application No. (indicate if an application)	Registration/ Application Date	Jurisdiction of Registration/ Application (USPTO or State of California)	Description of Trademarks or Service Marks
4011523	11/23/2010	USPTO	MAMMOTH MOUNTAIN INN – Service Mark
3686101	09/22/09	USPTO	TAMARACK LODGE & RESORT SERVICE MARK - ASSIGNMENT RECORDED
2959479	06/07/05	USPTO	MAMMOTH MOUNTAIN TRADEMARK – ASSIGNMENT RECORDED
3926259	03/01/11	USPTO	PLAY BIG TRADEMARK
3816369	07/13/10	USPTO	PLAY BIG TRADEMARK
3756897	03/09/10	USPTO	MAMMOTH SERVICE MARK. Prior Registrations 2720400; 2959479; 3449051
3698487	10/20/09	USPTO	PLAY BIG SERVICE MARK
3698482	10/20/09	USPTO	MAMMOTH SERVICE MARK - Prior Registrations 2720400; 3478110
4148219	05/29/12	USPTO	MAMMOTH TRADEMARK. Prior Registrations 2720400; 2723086; 2959479
3883275	11/30/10	USPTO	MAMMOTH MOUNTAIN CALIFORNIA Trademark. Prior Registrations 2720400; 2723086; 2959479
3712719	11/17/09	USPTO	MM Prior Registrations 2720400; 2723086; 2959479
3492245	08/26/08	USPTO	JUNE MOUNTAIN Service Mark
3582402	03/03/09	USPTO	JUNE MOUNTAIN Service Mark

Registration/ Application No. (indicate if an application)	Registration/ Application Date	Jurisdiction of Registration/ Application (USPTO or State of California)	Description of Trademarks or Service Marks
3492242	08/26/08	USPTO	JUNE MOUNTAIN Trademark
3449051	06/17/08	USPTO	MAMMOTH MEMORIES Service Mark
2720400	06/03/03	USPTO	MAMMOTH MOUNTAIN CALIFORNIA Trademark – Service Mark, Assignment Recorded.
4022795	09/06/11	USPTO	STOMPING GROUNDS- Service Mark
4124114	04/10/12	USPTO	MAMMOTH BLACK- Service Mark
3470240	07/22/2008	USPTO	BIG BEAR MOUNTAIN RESORTS BEAR MOUNTAIN – SNOW SUMMIT SS
3529704	11/11/2008	USPTO	BIG BEAR MOUNTAIN RESORTS
3429359	05/20/2008	USPTO	SS SNOW SUMMIT
3474585	07/29/2008	USPTO	BEAR MOUNTAIN
3429355	05/20/2008	USPTO	HOT DAWGZ & HAND RAILS
3429353	05/20/2008	USPTO	SNOW SUMMIT
3810639	06/29/2010	USPTO	



4063337	11/29/2011	USPTO	UNBOUND
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