

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361725

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cruz Bay RS-SPE, LLC		10/28/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	United States Ski Team, Inc.		
Street Address:	1 Victory Lane - Box 100		
City:	Park City		
State/Country:	UTAH		
Postal Code:	84060		
Entity Type:	CORPORATION: COLORADO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1120914	NASTAR	
Registration Number:	1726359	NASTAR	
CORRESPONDENCE DATA			
Fax Number:	4359402742		
<i>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.</i>			
Phone:	4356472002		
Email:	bmcaffee@ussa.org		
Correspondent Name:	United States Ski Team, Inc.		
Address Line 1:	1 Victory Lane		
Address Line 4:	Park City, UTAH 84060		
NAME OF SUBMITTER:	Abbey Walsh		
SIGNATURE:	/Abbey Walsh/		
DATE SIGNED:	11/09/2015		
Total Attachments: 5			
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OP \$65.00 1120914

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the *IP Security Agreement*) dated October 28, 2015, is made by Cruz Bay RS-SPE, LLC, a Delaware limited liability company, (the *Grantor*) in favor of United States Ski Team, Inc. as Secured Party (the *Secured Party*).

WHEREAS, Grantor has entered into a License Agreement dated as of October 28, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the *Agreement*), with Secured Party. Terms defined in the Security Agreement referred to below and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, as a condition precedent to entry into the Agreement, Grantor has executed and delivered that certain Security Agreement dated October 28, 2015 made by the Grantor to the Secured Party (as amended, amended and restated, supplemented or otherwise modified from time to time, the *Security Agreement*).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted a security interest in, among other property, certain intellectual property of the Grantor to the Secured Party, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

GRANT OF SECURITY

1 Grantor hereby grants to the Secured Party a security interest in and to all of Grantor's right, title and interest in and to the following (the *Collateral*):

- (i) the United States and foreign trademark and service mark registrations and applications set forth in Schedule A hereto (the *Trademarks*);
- (ii) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Trademarks, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (iii) any and all proceeds of the foregoing.

SECURITY FOR OBLIGATIONS

2 The security interest in the Collateral granted by Grantor under this IP Security Agreement secures the payment of all Secured Obligations of Grantor now or hereafter

existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

RECORDATION

3 Grantor authorizes and requests that the the Commissioner of Patents and Trademarks record this IP Security Agreement.

EXECUTION IN COUNTERPARTS

4 This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

GRANTS, RIGHTS AND REMEDIES

5 This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

GOVERNING LAW

6 This IP Security Agreement shall be construed in accordance with, and this IP Security Agreement and all matters arising in connection therewith (whether in contract, tort or otherwise) shall be governed by, the law of the State of New York.

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CRUZ BAY RS-SPE, LLC

By: _____

Name: Brian Sellstrom
Title: Executive Vice President

Address for Notices:

300 Continental Boulevard, Suite 650
El Segundo, CA 90245

Telephone: 310.356.4100

Facsimile: 310.356.4110

Attention: Brian Sellstrom

ACKNOWLEDGEMENT

State of _____)

County of _____)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2015, by Brian Sellstrom, the Executive Vice President of Cruz Bay RS-SPE, LLC, a Delaware limited liability company, to me known (or satisfactorily proven) to be the person described herein and acknowledged that he executed the same as his free act and deed on behalf of such company.

_____, Notary Public
_____, County, State of _____

Please see attorney

My commission expires: _____
Acting in the County of _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Diego

On NOVEMBER 9TH 2015

before me, Leslie Aileen Mendez , Notary Public

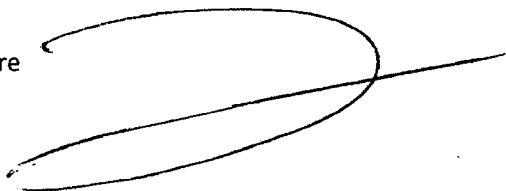
personally appeared, BRIAN SELLSTOM

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



Schedule A
Trademarks

A. United States Service Mark and Trademark Registrations and Applications.
NASTAR (Reg. No. 1120914)

- Registered Owner: Cruz Bay RS-SPE, LLC.
- Registration Date: June 26, 1979

NASTAR (Reg. No. 1726359)

- Registered Owner: Cruz Bay RS-SPE, LLC.
- Registration Date: October 20, 1992.

B. Canada Service Mark and Trademark Registrations and Applications.
NASTAR (Reg. No. TMA335379)

- Registered Owner: Cruz Bay RS-SPE, LLC.
- Registration Date: December 18, 1987.