

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397784

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ski PNW, LLC		08/30/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Keybank National Association		
Street Address:	1675 Broadway, Suite 300		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78725311	SKIBONKERS	
CORRESPONDENCE DATA			
Fax Number:	3032238096		
<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:	3032231296		
Email:	khigginbotham@bhfs.com		
Correspondent Name:	Kacey L. Higginbotham		
Address Line 1:	410 Seventeenth Street, Suite 2200		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	006433.0329		
NAME OF SUBMITTER:	Kacey L. Higginbotham		
SIGNATURE:	/kaceylhigginbotham/		
DATE SIGNED:	09/08/2016		
Total Attachments: 7			
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**ASSIGNMENT OF SECURITY INTEREST IN
UNITED STATES PATENTS AND TRADEMARKS**

THIS ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS AND TRADEMARKS (this "Agreement"), dated as of August 30, 2016, is made between (i) SKI PNW, LLC, a Delaware limited liability company ("Guarantor"), and (ii) KEYBANK NATIONAL ASSOCIATION, a national banking association, as administrative agent (in such capacity, the "Administrative Agent") for the benefit of the lenders party thereto (the "Lenders").

WHEREAS, CHRISTY SPORTS L.L.C., a Colorado limited liability company (the "Borrower"), NEPCS Holdings LLC, a Delaware limited liability company, Guarantor, the Lenders party thereto and the Administrative Agent have entered into a Credit and Security Agreement dated as of October 27, 2015 (as amended, the "Credit Agreement") pursuant to which the Lenders have extended certain financial accommodations to the Borrower;

WHEREAS, Guarantor is required to execute and deliver this Agreement to the Administrative Agent in order to grant to Administrative Agent, for the benefit of the Administrative Agent and the Lenders, a security interest in all of Guarantor's intellectual property described herein; and

WHEREAS, to therefore secure the full and complete payment of the Obligations, and to supplement such security interest in such intellectual property pursuant to the Credit Agreement, Guarantor is executing and delivering this Agreement to the Administrative Agent.

Accordingly, the parties hereto agree as follows:

1. Definitions. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the meanings given in the Credit Agreement.

2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Indebtedness, Guarantor hereby grants, assigns and conveys to the Administrative Agent, for the benefit of the Lenders, a security interest in all of Guarantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Guarantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"), but excluding any Excluded Assets:

(i) all patents and patent applications domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any license (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all registered state (including common law) and federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (other than any "intent to use" applications for which a statement of use has not been filed (but only until such statement is filed)), all licenses relating to any of

the foregoing (other than any Excluded Assets) and all income and royalties with respect to any licenses (including such marks, names, applications and registrations as described in Schedule B), all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by Guarantor connected with and symbolized by any of the aforementioned properties and assets;

(iv) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(v) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payment under insurance (whether or not the Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(vi) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

(b) Continuing Security Interest. Guarantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with the Credit Agreement.

3. Supplement to Credit Agreement. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Credit Agreement. The rights and remedies of the Administrative Agent and the Lenders with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference.

4. Authorization to Supplement. If Guarantor shall obtain rights to any new trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Without limiting Guarantor's obligation under this Section 4, Guarantor authorizes the Administrative Agent to modify this Agreement by amending Schedules A or B to include any such new patent or trademark rights. No failure to so amend Schedules A or B shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule A or B.

5. Further Acts. On a continuing basis, at the request of the Administrative Agent, Guarantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Administrative Agent to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Guarantor's

compliance with this Agreement or to enable the Administrative Agent to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with United States Patent and Trademark Office (the “PTO”) and/or any applicable state office. The Administrative Agent may record this Agreement, an abstract thereof, or any other document describing the security interest in the Collateral with the PTO, including any modification hereof as provided above, at the expense of Guarantor.

6. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Guarantor, the Lenders and the Administrative Agent and their respective successors and assigns and shall bind any Person who becomes bound as a grantor under this Agreement.

7. Applicable Law. This Agreement, and the transactions evidenced hereby, shall be governed by, and construed under, the internal laws of the State of New York, without regard to principles of conflicts of law, as the same may from time to time be in effect, including, without limitation, the UCC.

8. Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties as provided in the Credit Agreement.

9. Severability. The provisions of this Agreement are independent of, and separable from, each other, and no such provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other such provision may be invalid or unenforceable in whole or in part. If any provision of this Agreement is prohibited or unenforceable in any jurisdiction, such provision shall be ineffective in such jurisdiction only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability shall not invalidate the balance of such provision to the extent it is not prohibited or unenforceable nor render prohibited or unenforceable such provision in any other jurisdiction.

10. Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, and by the Administrative Agent and Guarantor on separate counterparts, each of which, when so executed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement. A counterpart hereof executed and delivered by facsimile or PDF shall be effective as an original for all applicable purposes.

11. Conflict of Terms. Except as otherwise explicitly provided in this Agreement, if any provision contained in this Agreement is in conflict with or inconsistent with any provision in the Credit Agreement, the provision contained in the Credit Agreement shall govern and control, to the extent of such conflict or inconsistency.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

GUARANTOR:

SKI PNW, LLC

By: 

Name: _____

Patrick O'Winter

Title: _____

Chairman, Chief Executive Officer
and President

[Signature Page to Patent and Trademark Security Agreement]

TRADEMARK
REEL: 005874 FRAME: 0383

ADMINISTRATIVE AGENT:

KEYBANK NATIONAL ASSOCIATION

By: *Dru S. Chiesa*

Name: Dru S. Chiesa

Title: Senior Vice President

Address:

1675 Broadway, Suite 300
Denver, CO 80202

[Signature Page to Patent and Trademark Security Agreement]

TRADEMARK
REEL: 005874 FRAME: 0384

SCHEDULE A

Issued U.S. Patents of Guarantor

None.

Pending U.S. Patent Applications of Guarantor

None.

SCHEDULE B

U.S. Trademarks of Guarantor

Mark	Serial Number	Filing Date	Registrant/Applicant (Current Owner)
SKIBONKERS	78725311	October 3, 2005	SKI PNW, LLC

State Trademarks of Guarantor

Sturtevant's	53588	October 10, 2014	Dual Sports, Inc.
Sturtevant's Ski Mart	53589	October 10, 2014	Dual Sports, Inc.

Foreign Trademarks of Guarantor

None.

Pending U.S. Trademark Applications of Guarantor

None.

U.S. Trade Names

Sturtevant's	Dual Sports, Inc.
Sturtevant's Sports	Dual Sports, Inc.
Ski Mart	Dual Sports, Inc.
Skipalooza	Dual Sports, Inc.
Ski & Snowboard Expo	Dual Sports, Inc.
Borderline Snowboards	Dual Sports, Inc.