

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446816

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DEER VALLEY RESORT COMPANY, LLC		10/10/2017	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., as the Administrative Agent and as the Collateral Agent		
Street Address:	CID DMO WLO, Mail Code NY1-C413, 4CMC		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	Bank: OHIO		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3985177	DEER VALLEY	
Registration Number:	3985275		
Registration Number:	1199979	DEER VALLEY	
Registration Number:	1504048	DEER VALLEY	
Registration Number:	4714723	SKI THE DIFFERENCE	
Registration Number:	4827757	SKI THE DIFFERENCE	
Registration Number:	4680007	THE BRASS TAG	
Registration Number:	4680074	THE BRASS TAG	
Registration Number:	4697321	THE BRASS TAG	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20005		

OP \$240.00 3985177

TRADEMARK

ATTORNEY DOCKET NUMBER:	F173192
NAME OF SUBMITTER:	Theresa Volano
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	10/11/2017

Total Attachments: 6

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**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of October 10, 2017, is made by DEER VALLEY RESORT COMPANY, LLC, a Utah limited liability company with an address at 2250 Deer Valley Dr. South, P.O. Box 889, Park City, UT 84060 ("Grantor"), in favor of JPMORGAN CHASE BANK, N.A., as the Administrative Agent and as the Collateral Agent (in such capacity, the "Agent") for the benefit of the Secured Parties in connection with that certain Amendment No. 1 and Joinder Agreement, dated as of the date hereof (the "Joinder Agreement"), to the Credit Agreement, dated as of July 31, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Hawk Guarantor, LLC, Intrawest Resorts Holdings, Inc., the Lenders party thereto and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Joinder Agreement, the Lenders have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth in the Credit Agreement;

WHEREAS, in connection with the Joinder Agreement, the Grantor and any Subsidiaries that become a party thereto have executed and delivered a supplement, dated as of the date hereof, to the Security Agreement, dated as of July 31, 2017 (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the "Security Agreement") in favor of the Agent; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property;

NOW THEREFORE, in consideration of the premises and to induce the Agent and the Lenders to enter into the Joinder Agreement and to induce the Lenders to make their respective Extensions of Credit under the Joinder Agreement, the Grantor hereby agrees with the Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. The Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a lien on and security interest in all of the Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise), in full of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of the Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

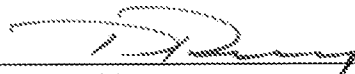
5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEER VALLEY RESORT COMPANY, LLC
as Grantor

By: 
Name: David Perry
Title: Vice President

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006179 FRAME: 0955

JPMORGAN CHASE BANK, N.A.
as the Administrative Agent and the Collateral Agent

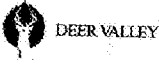

By: 
Name: Mohammad Hasan
Title: Executive Director



[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006179 FRAME: 0956

SCHEDULE A

U.S. Trademark Registrations and Applications

Owner	Trademark	App. No. Filing Date	Reg. No. Reg. Date	Goods/Services	Status
Deer Valley Resort Company, LLC	DEER VALLEY	85166231 Nov-1-2010	3985177 Jun-28-2011	41 Rental of ski equipment; Rental of skis; Ski instruction; Ski resorts 43 Restaurant and bar services	Registered Renewal due Jun-28-2021
Deer Valley Resort Company, LLC		85170470 Nov-5-2010	3985275 Jun-28-2011	41 Rental of ski equipment; Rental of skis; Ski instruction; Ski resorts 43 Bar and restaurant services	Registered Renewal due Jun-28-2021
Deer Valley Resort Company, LLC		73289873 Feb-17-1981	1199979 Jun-29-1982	42 Resort hotel and motel services	Registered Renewal due Jun-29-2022
Deer Valley Resort Company, LLC		73703910 Jan-4-1988	1504048 Sep-13-1988	25 Clothing, namely shirts and hats	Registered Renewal due Sep-13-2028
Deer Valley Resort Company, LLC	SKI THE DIFFERENCE	86163492 Jan-13-2014	4714723 Apr-7-2015	25 Hats 41 Rental of ski equipment; Ski instruction; Ski resorts 43 Child care; Resort lodging services; Restaurant	Registered Sec. 8 due Apr-7-2021

Owner	Trademark	App. No. Filing Date	Reg. No. Reg. Date	Goods/Services	Status
				services	
Deer Valley Resort Company, LLC	SKI THE DIFFERENCE	86163489 Jan-13-2014	4827757 Oct-6-2015	25 Shirts; Sweat shirts	Registered Sec. 8 due Oct-6-2021
Deer Valley Resort Company, LLC	THE BRASS TAG	86244315 Apr-7-2014	4680007 Jan-27-2015	43 Restaurant, bar and catering services	Registered Sec. 8 due Jan-27-2021
Deer Valley Resort Company, LLC	THE BRASS TAG 	86320738 June-25-2014	4680074 Jan-27-2015	43 Restaurant, bar and catering services	Registered Sec. 8 due Jan-27-2021
Deer Valley Resort Company, LLC	THE BRASS TAG 	86320741 June-25-2014	4697321 Mar-3-2015	43 Restaurant, bar and catering services	Registered Sec. 8 due Mar-3-2021