

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455487

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silver Mountain Corporation		10/26/2016	Corporation:
RECEIVING PARTY DATA			
Name:	Powder, LLC		
Street Address:	16019 INGLEWOOD RD NE		
City:	Kenmore		
State/Country:	WASHINGTON		
Postal Code:	98028		
Entity Type:	Limited Liability Company: IDAHO		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1646517	SILVER MOUNTAIN	
Registration Number:	1646518		
Registration Number:	3241172	SILVER MOUNTAIN RESORT	
Registration Number:	3379100	SILVER MOUNTAIN RESORT	
Registration Number:	3273416		
Registration Number:	3237026	BIKE COUNTRY USA	
CORRESPONDENCE DATA			
Fax Number:	4258278725		
<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:	425-822-2228		
Email:	bryan@kirklandlaw.com		
Correspondent Name:	Bryan W. Krislock		
Address Line 1:	520 Kirkland Way Ste 400		
Address Line 2:	PO Box 817		
Address Line 4:	Kirkland, WASHINGTON 98083		
NAME OF SUBMITTER:	Bryan W. Krislock		
SIGNATURE:	/bwk/		
DATE SIGNED:	12/21/2017		

OP \$165.00 1646517

Total Attachments: 5

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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This Assignment of Intellectual Property Rights (“**Assignment**”), dated as of October 20, 2016, is among Silver Mountain Corp., an Oregon corporation (“**SMC**”), Silver Mountain Management Corporation, an Oregon corporation (“**SMMC**”), and Galena Ridge, LLC, an Oregon limited liability company (together with SMC and SMMC, “**Assignor**”), and Powder, LLC, an Idaho limited liability company (“**Assignee**”).

Background

- a. The Assignor owns and operates, a resort development located in Shoshone County, Idaho and consisting of certain real property, a Waterpark, Rental Management Operation, Ski Area, and Galena Ridge.
- b. The Assignor and Tryg Fortun (“**Fortun**”) have executed an Asset Purchase Agreement dated July 26, 2016, (“**Agreement**”) by which the Assignor is to sell the Assets of the Assignor to the Buyer. Capitalized terms used and not defined in this Assignment have the meaning set forth in the Agreement. Fortun has assigned to the Assignee the right to purchase the Intellectual Property related to the Ski Area portion of the Business (the “**Fortun Assignment**”).
- c. Under the terms of the Agreement and the Fortun Assignment, the Assignor is to transfer the Intellectual Property owned by the Assignor and used in the Ski Area portion of the Business to the Assignee on the terms below.

Agreement

The Parties agree as follows:

1. **Assignment.** Pursuant to and in consideration of the Agreement, the Assignor assigns all right, title, and interest in the following intellectual property used in the Ski Area portion of the Business:
 - a. The following Listed Intellectual Property:
 - i. Following trademark or service mark registrations:
 1. “Silver Mountain” word mark registered under USPTO Registration Number 1646517 and logo registered under USPTO Registration Number 1646518;
 2. “Silver Mountain Resort” word marks registered under USPTO Registration Number 3241172 & 3379100; and the logo registered under USPTO Registration Number 3273416;
 3. “Silver Mountain Ski Resort”;
 4. “Bike Country USA” word mark registered under USPTO registration number 3237026; and
 5. Silvermt.com URL and website

ii. Software licenses related to the following computer systems:

1. Micros computer system
2. Shift4 gift card processing system
3. Comptrol system
4. Res Express software licenses
5. Springer Miller computer system.

b. All of the following, to the extent owned by Seller and used exclusively in the conduct of the Ski Area portion of the Business:

- i. Any other trademarks, service marks, logos, or internet domain names not included in the Listed Intellectual Property, including but not limited to Noah's, Noah's Canteen, Noah's Loft, Moguls, Mountain House Grill, Silver Mountain Sports, Minor's Camp, Gondola Village and Moguls 21;
- ii. Trade secrets or confidential know-how;
- iii. Licenses to any software contained in or used exclusively with respect to the Equipment; and
- iv. Published and unpublished works of authorship, whether copyrightable or not (including databases and other compilations of data or information) copyrights therein and thereto, moral right and rights equivalent thereto, including but not limited to, the rights of attribution, assignation and integrity.

2. **Waiver of Moral Rights.** The Assignor waives absolutely and agrees not to enforce all Moral Rights that the Assignor may have in the Intellectual Property.
3. **Further Assistance.** Upon request by Assignee and at no cost or liability to Assignor, Assignor will take commercially reasonable action and execute documents as may be necessary to effectuate the transfer of the Intellectual Property. Assignor agrees to execute and deliver any documents and instruments reasonably requested by Assignee to evidence, record, or effectuate this Assignment, and to take such further or other commercially reasonable actions as Assignee may reasonably request to carry out the purposes of this Assignment.
4. **Successors and Assigns.** This Assignment and all of the provisions hereof will be binding upon and inure to the benefit of the parties and their respective successors and assigns.
5. This Assignment is subject to the terms and conditions set forth in the Agreement and nothing contained in this Assignment may be construed to limit, expand or otherwise modify the terms and conditions set forth in the Agreement. In the event of any conflict or inconsistency between the terms of the Agreement and the terms of this Assignment, the terms of the Agreement shall govern.

6. This Assignment shall be governed by the laws of the State of Idaho, without regard to conflicts of laws principles.
7. This Assignment may not be modified, changed or supplemented except by written instrument signed by each party hereto.
8. Each provision of this Assignment is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Assignment.
9. This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original and all of which together shall constitute one and the same instrument.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGES]

Assignor:

SILVER MOUNTAIN CORP.,
an Oregon corporation

By: RC Wendt
Name: RC Wendt
Title: President

SILVER MOUNTAIN MANAGEMENT CORPORATION,
an Oregon corporation

By: RC Wendt
Name: RC Wendt
Title: President

GALENA RIDGE, LLC,
an Oregon limited liability company

By: RC Wendt
Name: RC Wendt
Title: President

Assignee: POWDER, LLC,
an Idaho limited liability company

By: Tryg Fortun
Title: Manager

Assignor:

SILVER MOUNTAIN CORP.,
an Oregon corporation

By: _____
Name:
Title:

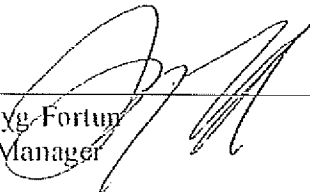
SILVER MOUNTAIN MANAGEMENT CORPORATION,
an Oregon corporation

By: _____
Name:
Title:

GALENA RIDGE, LLC,
an Oregon limited liability company

By: _____
Name:
Title:

Assignee: POWDER, LLC,
an Idaho limited liability company

By:  _____
Name: Tryg Fortum
Title: Manager

Signature Page to Intellectual Property Assignment (Powder, LLC)

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