

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM473597

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CLP Loon Mountain, LLC		05/07/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Loon Mountain Recreation Corporation		
<b>Street Address:</b>	3951 Charlevoix Avenue		
<b>Internal Address:</b>	c/o Boyne USA, Inc.		
<b>City:</b>	Petoskey		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	49770		
<b>Entity Type:</b>	Corporation: NEW HAMPSHIRE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2853000	LOON	
<b>Registration Number:</b>	2967767	LOON	
<b>Registration Number:</b>	2938659	LOON	
<b>Registration Number:</b>	2853001	LOON	
<b>Registration Number:</b>	2853002		
<b>Registration Number:</b>	4263386	LOON MOUNTAIN NH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6465584144		
<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>			
<b>Phone:</b>	2124597290		
<b>Email:</b>	SAllirampersad@goodwinlaw.com		
<b>Correspondent Name:</b>	GOODWIN PROCTER LLP		
<b>Address Line 1:</b>	100 Northern Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02210		
<b>ATTORNEY DOCKET NUMBER:</b>	131596/271392		
<b>NAME OF SUBMITTER:</b>	Shaleena Alli-Rampersad/Paralegal		
<b>SIGNATURE:</b>	/Shaleena Alli-Rampersad/		

OP \$165.00 2853000

<b>DATE SIGNED:</b>	05/11/2018
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**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 7th day of May, 2018, by and between CLP Loon Mountain, LLC, a limited liability company organized and existing under the laws of the State of Delaware, and having a usual place of business at c/o Oz Real Estate, 9 West 57<sup>th</sup> Street, 40<sup>th</sup> Floor, New York, NY 10019 ("Assignor") and Loon Mountain Recreation Corporation, a corporation organized and existing under the laws of the State of New Hampshire, and having a usual place of business at c/o Boyne USA, Inc., 3951 Charlevoix Avenue, Petoskey, MI 49770 ("Assignee").

WHEREAS, Assignor holds interests in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Purchase and Sale Contract, dated as of March 8, 2018 (the "Purchase Agreement"), pursuant to which Assignor agreed to transfer, sell and convey to Assignee, effective as of the date hereof, certain of the assets of Assignor, including the Marks and the goodwill of the business symbolized thereby;

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any U.S. State, or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

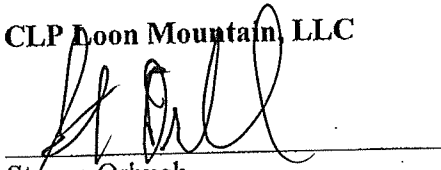
The foregoing assignment is made without representation or warranty of any kind whatsoever except as set forth in and subject to the terms of the Purchase Agreement.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: **CLP Loon Mountain, LLC**

Signature:

A handwritten signature in black ink, appearing to read 'S. Orbuch', is written over a horizontal line.

Name:

Steven Orbuch

Title:

Authorized Person

ASSIGNEE: **Loon Mountain Recreation Corporation**, a New Hampshire corporation

Signature:



Name:

Roland Andreasson

Title:

Chief Financial Officer

[Signature Page to Trademark Assignment (Loon)]

**TRADEMARK**  
**REEL: 006329 FRAME: 0570**

**Exhibit A**

**Marks**

<b>MARK</b>	<b>COUNTRY</b>	<b>APP. NO.</b>	<b>APP. DATE</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
LOON	USA	76513345	4/28/2003	2853000	6/15/2004
LOON	USA	76513342	4/28/2003	2967767	7/12/2005
LOON & Design	USA	76513343	4/28/2003	2938659	4/5/2005
LOON & Design	USA	76513346	4/28/2003	2853001	6/15/2004
Loon Bird (design only)	USA	76513348	4/28/2003	2853002	6/15/2004
LOON MOUNTAIN NH & Design	USA	85459974	10/31/2011	4263386	12/25/2012