

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473614

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLP Sunday River, LLC		05/07/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Sunday River Skiway Corporation		
Street Address:	3951 Charlevoix Avenue		
Internal Address:	c/o Boyne USA, Inc.		
City:	Petoskey		
State/Country:	MICHIGAN		
Postal Code:	49770		
Entity Type:	Corporation: MAINE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3188970	SUNDAY RIVER	
Registration Number:	4918019	FIND YOUR HAPPY PLACE	
Registration Number:	4873822	SOMEDAY BIGGER	
Registration Number:	2763724	SUNDAY RIVER	
Registration Number:	3188971		
Registration Number:	5354512	SUNDAY RIVER REAL ESTATE	
Registration Number:	1946833	THE EDGE	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	2124597290		
Email:	SAllirampersad@goodwinlaw.com		
Correspondent Name:	GOODWIN PROCTER LLP		
Address Line 1:	100 Northern Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02210		
ATTORNEY DOCKET NUMBER:	131596/271392		
NAME OF SUBMITTER:	Shaleena Alli-Rampersad/Paralegal		

OP \$190.00 3188970

SIGNATURE:	/Shaleena Alli-Rampersad/
DATE SIGNED:	05/11/2018
Total Attachments: 4 source=Boyne - Sunday River - TM Assignment [Executed] (4)#page1.tif source=Boyne - Sunday River - TM Assignment [Executed] (4)#page2.tif source=Boyne - Sunday River - TM Assignment [Executed] (4)#page3.tif source=Boyne - Sunday River - TM Assignment [Executed] (4)#page4.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 7th day of May, 2018, by and between CLP Sunday River, 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 57th Street, 40th Floor, New York, NY 10019 ("Assignor") and Sunday River Skiway Corporation, a corporation organized and existing under the laws of the State of Maine, 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.

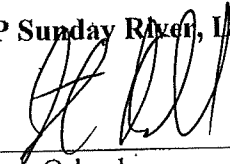
Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any U.S. State, or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and 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 Sunday River, LLC

Signature: 


Name:

Steven Orbuch

Title:

Authorized Person

ASSIGNEE: **Sunday River Skiway
Corporation**, a Maine corporation

Signature: 
Name: Roland Andreasson
Title: Chief Financial Officer

[Signature Page to Trademark Assignment (Sunday River)]

TRADEMARK
REEL: 006367 FRAME: 0167

Exhibit A

Marks

MARK	COUNTRY	APP. NO.	APP. DATE	REG. NO.	REG. DATE
SUNDAY RIVER	USA	78671238	7/15/2005	3188970	12/26/2006
FIND YOUR HAPPY PLACE	USA	86628124	5/13/2015	4918019	3/15/2016
SOMEDAY BIGGER	USA	86627817	5/13/2015	4873822	12/22/2015
SUNDAY RIVER	USA	76420244	6/3/2002	2763724	9/16/2003
SUNDAY RIVER Logo	USA	78671286	7/15/2005	3188971	12/26/2006
SUNDAY RIVER REAL ESTATE	USA	87437998	5/5/2017	5354512	12/12/2017
THE EDGE	USA	74629327	2/3/1995	1946833	1/9/1996