

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484522

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Solitude Mountain Ski Area LLC		08/01/2018	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., as Collateral Agent		
Street Address:	CIB DMO WLO, Mail Code NY1-C413, 4CMC		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	Bank: OHIO		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1576895		
Registration Number:	2898814	HONEYCOMB CANYON	
Registration Number:	3318931	HONEYCOMB CANYON	
Registration Number:	2904262	SOLITUDE	
Registration Number:	1576894	SOLITUDE	
Registration Number:	2492057	SOLITUDE	
Registration Number:	2535546	SOLITUDE MOUNTAIN RESORT	
Registration Number:	1554145	SOLITUDE NORDIC CENTER	
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:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F178464		

OP \$215.00 1576895

NAME OF SUBMITTER:	Theresa Volano
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	08/02/2018
Total Attachments: 5 source=Solitude - Trademark Security Agreement Filing#page2.tif source=Solitude - Trademark Security Agreement Filing#page3.tif source=Solitude - Trademark Security Agreement Filing#page4.tif source=Solitude - Trademark Security Agreement Filing#page5.tif source=Solitude - Trademark Security Agreement Filing#page6.tif	

**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of August 1, 2018, is made by SOLITUDE MOUNTAIN SKI AREA LLC, a Utah limited liability company with an address at 1621 18th Street, Suite 300, Denver, CO 80202 ("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. 3 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, Alterra Mountain Company (f/k/a Intrawest Resorts Holdings, Inc.), the Lenders party thereto and the Agent.

WITNESSETH:

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 the day and year first above written.


SOLITUDE MOUNTAIN SKI AREA LLC,
as Grantor

By: Alterra Mountain Company U.S. Inc.,
its Member

By: _____

Name: Julie Bodden
Title: Secretary

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: 006402 FRAME: 0016

SCHEDULE A

U.S. Trademark Registrations and Applications

COUNTRY	TRADEMARK	OWNER	APP NO./ APP DATE	REG NO./ REG DATE
U.S.		Solitude Mountain Ski Area LLC	73760483 Oct-28-1988	1576895 Jan-9-1990
U.S.	HONEYCOMB CANYON	Solitude Mountain Ski Area LLC	76511937 Apr-18-2003	2898814 Nov-2-2004
U.S.	HONEYCOMB CANYON	Solitude Mountain Ski Area LLC	76511938 Apr-18-2003	3318931 Oct-23-2007
U.S.	SOLITUDE	Solitude Mountain Ski Area LLC	76511939 Apr-18-2003	2904262 Nov-23-2004
U.S.		Solitude Mountain Ski Area LLC	73759786 Oct-25-1988	1576894 Jan-9-1990
U.S.		Solitude Mountain Ski Area LLC	75889480 Jan-6-2000	2492057 Sep-25-2001
U.S.	SOLITUDE MOUNTAIN RESORT	Solitude Mountain Ski Area LLC	75898854 Jan-6-2000	2535546 Feb-5-2002
U.S.	SOLITUDE NORDIC CENTER	Solitude Mountain Ski Area LLC	73760114 Oct-27-1988	1554145 Aug-29-1989