

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496584

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 Okemo Mountain, LLC	FORMERLY CNL Income Okemo Mountain, LLC	06/04/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Okemo Limited Liability Company		
Street Address:	77 Okemo Ridge Road		
City:	Ludlow		
State/Country:	VERMONT		
Postal Code:	05149		
Entity Type:	Limited Liability Company: VERMONT		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2301924	OKEMO MOUNTAIN RESORT	
CORRESPONDENCE DATA			
Fax Number:	2066826031		
<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:	206-622-4900		
Email:	jeffg@seedip.com		
Correspondent Name:	MARC C. LEVY		
Address Line 1:	SEED IP LAW GROUP LLP		
Address Line 2:	701 FIFTH AVENUE, SUITE 5400		
Address Line 4:	SEATTLE, WASHINGTON 98104		
NAME OF SUBMITTER:	Marc C. Levy		
SIGNATURE:	/Marc C. Levy/		
DATE SIGNED:	11/02/2018		
Total Attachments: 7			
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ASSIGNMENT OF INTELLECTUAL PROPERTY AND TERMINATION OF LICENSE

WHEREAS, Okemo Limited Liability Company, a Vermont limited liability company (“Tenant”), has entered into an Intellectual Property License Agreement with CLP Okemo Mountain, LLC (formerly known as CNL Income Okemo Mountain, LLC), a Delaware limited liability company (“Landlord”) dated as of December 5, 2008 (the “License Agreement”) pursuant to which Landlord has licensed the following intellectual property to Tenant to use in connection with its business: (i) the registered marks identified on Schedule A attached hereto and the goodwill associated therewith and symbolized thereby (the “Marks”), (ii) the domain names identified on Schedule A attached hereto, (iii) common law rights in and to the Marks, (iv) the tradenames identified on Schedule A attached hereto and (v) any copyrighted works developed in connection with the promotion, advertisement and operation of the business (together with the intellectual property identified in clauses (i)-(v) above, the “IP”);

WHEREAS, subject to the Agreement (as defined below), Landlord desires to assign, transfer, convey and deliver all of its right, title and interest throughout the world in and to the IP to Tenant; and

WHEREAS, subject to the Agreement, Landlord and Tenant desire to terminate the License Agreement and any and all rights and obligations of Landlord and Tenant under the License Agreement;

WHEREAS, subject to the Agreement, Landlord and Tenant are hereby effecting such assignment, transfer, conveyance and delivery of all of the right, title and interest of Landlord throughout the world in and to the IP.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Landlord and Tenant hereby terminate the License Agreement and any and all rights and obligations of the Landlord and Tenant thereunder (the “Termination”).

2. Contemporaneously with the Termination, Landlord hereby assigns, transfers, conveys and delivers, to Tenant, subject to the Agreement (as defined below), all right, title and interest of Landlord throughout the world in and to the IP, the same to be held and enjoyed by Tenant, its successors and assigns.

3. Landlord further assigns to Tenant all of Landlord’s right to sue for and receive all damages accruing from past, present or future infringements of the IP.

4. This Assignment of Intellectual Property and Termination of License shall be binding upon Landlord, its successors and assigns and all others acting by, through, with or under their direction, and all those in privity therewith.

5. This Assignment of Intellectual Property and Termination of License is given pursuant to that certain Amendment to Real Property and Personal Property Lease Agreement by

and among Tenant and Landlord and effective as of June 4, 2018 (as the same may be amended, restated, and/or supplemented from time to time, the "Agreement"), and is subject to the terms thereof. This Assignment of Intellectual Property and Termination of License shall not be construed to amend the terms of the Agreement nor limit, alter, impair, enlarge or enhance the rights thereunder of the parties thereto. This Assignment of Intellectual Property and Termination of License is given solely for the purpose of separately evidencing the transactions contemplated by the Agreement. Without limiting the generality of the foregoing, nothing contained herein shall relieve or release the parties to the Agreement from any of their respective covenants, obligations or duties under the Agreement, it being the intention of such parties that such covenants, obligations and duties shall survive the execution and delivery of this Assignment of Intellectual Property and Termination of License except to the extent otherwise expressly provided in the Agreement.

[The rest of this page has been left blank intentionally; the signature page follows.]

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Assignment of Intellectual Property and Termination of License as of the date first above written.

LANDLORD:

CLP OKEMO MOUNTAIN, LLC,
a Delaware limited liability company


By: 

Name: NICHOLAS REICHER

Title: AUTHORIZED PERSON

TENANT:

OKEMO LIMITED LIABILITY COMPANY,
a Vermont limited liability company

By: 
Name: Timothy Mueller
Title: Authorized Signatory


[Signature Page to Registered IP Assignment Agreement – Okemo Lease Amendment]

TRADEMARK
REEL: 006477 FRAME: 0890

SCHEDULE A

TRADEMARKS, TRADENAMES AND DOMAIN NAMES

TRADEMARKS

TM Record	Mark/Name	App. No./Reg. No.	Registration Date
US Federal Q2 of 1	<p><u>OKEMO</u> <u>MOUNTAIN</u> <u>RESORT and Design</u></p> 	RN: 2301924 SN: 75555646	December 21, 1999

TRADENAMES

CLP OKEMO MOUNTAIN, LLC (VT Tradenames)		
Trade Name	Bus ID	Status
1. Smokey Joe's Grill	294276	Active
2. Okemo Health Center	322414	Active
3. Solitude Village Sports Center	322415	Active
4. Village at Okemo	322416	Active
5. Camp Gokemo	154774	Active
6. Epic	154775	Active
7. Jackson Country Club	154776	Active
8. Jackson Country Club at Okemo Mountain Resort	154777	Active
9. Jackson Gore	154778	Active
10. Jackson Gore at Okemo	154779	Active
11. Jackson Gore at Okemo Mountain Resort	154780	Active
12. Jackson Gore Country Club	154781	Active
13. Jackson Gore Inn	154782	Active
14. Jackson Gore Lodge	154784	Active
15. Jackson Gore Rentals	154788	Active
16. Jackson Gore Reservations	154789	Active
17. Jackson Gore Vacation Club	154790	Active
18. Jackson Gore Vacations	154791	Active
19. Jackson Gore Village	154792	Active

[Schedule A: Intellectual Property]

20. Jackson Gore Village Lodging Service	154793	Active
21. Jackson Gore Village Rentals	154949	Active
22. Jackson Gore Village Sport and Fitness Center	154950	Active
23. New England's Ski Resort	154951	Active
24. Okemo Mountain Lodge	154953	Active
25. Okemo Mountain Lodging Bureau	154954	Active
26. Okemo Mountain Lodging Service	154955	Active
27. Okemo Mountain Rental Shop	154956	Active
28. Okemo Mountain Reservation Service	154957	Active
29. Okemo Mountain Resort	154958	Active
30. Okemo Mountain Resort Properties	154959	Active
31. Okemo Mountain Ski Rental and Repair Shop	154960	Active
32. Okemo Rental Service	155581	Active
33. Okemo Ski and Ride School	155582	Active
34. Okemo Spa	155583	Active
35. Okemo Sports Center	155584	Active
36. Okemo Valley Golf Academy	155586	Active
37. Okemo Valley Golf Club	155587	Active
38. Okemo Valley Golf Course	155588	Active
39. Okemo Valley Nordic Center	155589	Active
40. Siena at Jackson Gore	155590	Active
41. Sky Bar	155591	Active
42. Snow Stars	155592	Active
43. Snow Tracks Learning Center	155593	Active
44. The Coleman Brook Tavern	155596	Active
45. The Corner Store at Jackson Gore	155597	Active
46. The Golf Academy at Okemo	155598	Active
47. The Ice House	155599	Active
48. The Inn at Jackson Gore	155600	Active
49. The Meeting House	155601	Active
50. The Okemo Valley Golf School	155603	Active
51. The Sitting Bull Lounge	155604	Active
52. The Spa at Okemo	155605	Active
53. The Sports Center at Okemo	155606	Active
54. The Spring House	155607	Active
55. The Village at Jackson Gore	155608	Active
56. The Village Club at Jackson Gore	155609	Active
57. Vermont Pizza at Okemo	155611	Active
58. Willie Dunn's Grille	155614	Active
59. Women's Ski Spree	155617	Active

DOMAIN NAMES

Okemo.biz
Okemo.com
Okemo.net

[Schedule A: Intellectual Property]

Okemogolf.com
Okemogolf.net
Okemogolfacademy.com
Okemogolfacademy.net
Okemomountainresort.com
Okemonsters.com
Okemosnowmonsters.com
Okemovalleygolfclub.com
Okemovalleygolfclub.net
Skiharmony.net
Skimatch.net
Secureokemo.com
fourpoint0.com
fourpoint0.net
fourpointoh.net
fourpointzero.net
jacksongore.net
jacksongoreinn.com
jacksongoreinn.net
jacksongorerealestate.com
jacksongorerealestate.net
jacksongorevillage.com
jacksongorevillage.net
okemobile.com
okemomagazine.com
solitudevillage.com
taterhillgolf.com
taterhillgolf.net
taterhillgolfclub.com
taterhillgolfclub.net
thecollegepass.com
thecollegepass.net
triplepeaks.com
triplepeaks.net

[Schedule A: Intellectual Property]

ActiveUS 169702693v.4

RECORDED: 11/02/2018

TRADEMARK
REEL: 006477 FRAME: 0893