

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM511844

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crystal Mountain, Inc., as Grantor		10/01/2018	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as the Administrative Agent and the 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: 3			
Property Type	Number	Word Mark	
Registration Number:	4306880	MT. RAINIER GONDOLA	
Registration Number:	4500529	C	
Registration Number:	4399854	C	
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:	202-370-4756		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
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:	1051621 TM IPSA		
NAME OF SUBMITTER:	Brandon H. Okun		
SIGNATURE:	/Brandon H. Okun/		
DATE SIGNED:	02/27/2019		
Total Attachments: 5			

OP \$90.00 4306880

source=#91785565v2 - (Project Cascade - Trademark Security Agreement (Executed))#page2.tif
source=#91785565v2 - (Project Cascade - Trademark Security Agreement (Executed))#page3.tif
source=#91785565v2 - (Project Cascade - Trademark Security Agreement (Executed))#page4.tif
source=#91785565v2 - (Project Cascade - Trademark Security Agreement (Executed))#page5.tif
source=#91785565v2 - (Project Cascade - Trademark Security Agreement (Executed))#page6.tif

**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of October 1, 2018, is made by CRYSTAL MOUNTAIN, INC., a Washington corporation with an address at 33914 Crystal Mountain Blvd., Crystal Mountain, WA 98022 (“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. 4 and Joinder Agreement, dated as of September 28, 2018 (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.

W I T N E S S E T H:

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 of the day and year first above written.

CRYSTAL MOUNTAIN, INC., as Grantor

By: _____


Name: Julie Bodden

Title: Secretary

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006575 FRAME: 0750

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: 006575 FRAME: 0751

SCHEDULE A

U.S. Trademark Registrations and Applications

COUNTRY	TRADEMARK	OWNER	APP NO/ APP DATE	REG NO/ REG DATE
U.S.	MT. RAINIER GONDOLA	Crystal Mountain, Inc.	N/A	4306880 / March 19, 2013
U.S.		Crystal Mountain, Inc.	N/A	4500529 / March 25, 2014
U.S.		Crystal Mountain, Inc.	N/A	4399854 / September 10, 2013

#91293341v2