

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536777

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Powdr-WPG, LLC		08/12/2019	Limited Liability Company: UTAH
Wafflebox, LLC		08/12/2019	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	P.O. Box 45490		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84145		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87892791	WAFFLEBOX	
Serial Number:	88118027	EAT A SQUARE MEAL	
Registration Number:	3734753	POWDERBIRD	
Registration Number:	4812128		
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	jlandweber@mcguirewoods.com		
Correspondent Name:	Joseph Landweber		
Address Line 1:	Two Embarcadero Center, Suite 1300		
Address Line 2:	McGuireWoods LLP		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Joseph Landweber		
SIGNATURE:	/JOSEPH LANDWEBER/		
DATE SIGNED:	08/15/2019		
Total Attachments: 8			



OP \$115.00 87892791

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Schedule A

Wafflebox, LLC, a Utah limited liability company

Schedule B

Current Owner	Mark	Application No.	Registration No.	Registration Date
WAFFLEBOX, LLC	 WaffleBox	87/892,791		
WAFFLEBOX, LLC	EAT A SQUARE MEAL	88/118,027		
POWDR-WPG, LLC	POWDERBIRD	77/391,548	3,734,753	01/05/2010
POWDR-WPG, LLC		86/528,016	4,812,128	09/15/201

GRANT OF TRADEMARK SECURITY INTEREST

Dated as of August 12, 2019

WHEREAS, POWDR-WPG, LLC, a Utah limited liability company, and WAFFLEBOX, LLC, a Utah limited liability company (each a "Grantor", and collectively, the "Grantors"), owns and uses in its business various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, POWDR CORP., a Delaware corporation ("Powdr"), BOREAL RIDGE CORPORATION, a California corporation ("Boreal"), KILLINGTON/PICO SKI RESORT PARTNERS, LLC, a Delaware limited liability company ("Killington"), MT. BACHELOR LLC, an Oregon limited liability company ("Mt. Bachelor"), PARLEYS RECREATION PARTNERS, L.L.C., a Utah limited liability company ("Parleys"), POWDR - COPPER MOUNTAIN LLC, a Delaware limited liability company ("Powdr-Copper"), POWDR - WOODWARD CA LLC, a Delaware limited liability company ("Powdr-Woodward CA"), POWDR - WOODWARD PA LLC, a Delaware limited liability company ("Powdr-Woodward PA" and, together with Powdr, Boreal, Killington, Mt. Bachelor, Parleys, Powdr-Copper, and Powdr-Woodward CA, each a "Borrower" and, collectively, the "Borrowers"), have entered into that certain Amended and Restated Credit Agreement, dated as of August 12, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the lenders party thereto from time to time (the "Lenders"), and Wells Fargo Bank, National Association, as the administrative agent for the Lenders (the "Administrative Agent"); and

WHEREAS, the Grantors have entered into that certain Guaranty Agreement, dated as of August 3, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty"), in favor of the Administrative Agent for the benefit of the Lenders and the other Beneficiaries (as defined therein), pursuant to which the Grantors have agreed to guaranty the prompt payment and performance when due of all obligations of the Borrowers under the Amended and Restated Credit Agreement and the other Loan Documents and all other Secured Obligations (as defined in the Collateral Agreement referred to below); and

WHEREAS, pursuant to the terms of that certain Amended and Restated Collateral Agreement, dated as of October 25, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Grantors, the Administrative Agent (in such capacity, the "Secured Party") and the other grantors from time to time party thereto, the Grantors have created in favor of the Secured Party a security interest in, and the Secured Party has become a secured creditor with respect to, the Trademark Collateral:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the terms and conditions of the Collateral Agreement, to evidence further the security interest granted by the Grantors to the Secured Party pursuant to the Collateral Agreement, the Grantors hereby grant to the Secured Party a security interest in all of the Grantors' right, title, and interest in and to the following, in each case whether now or hereafter existing or in which the Grantors now have or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral");

GRANT OF TRADEMARK SECURITY INTEREST

Dated as of August 12, 2019

WHEREAS, POWDR-WPG, LLC, a Utah limited liability company, and WAFFLEBOX, LLC, a Utah limited liability company (each a "Grantor", and collectively, the "Grantors"), owns and uses in its business various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, POWDR CORP., a Delaware corporation ("Powdr"), BOREAL RIDGE CORPORATION, a California corporation ("Boreal"), KILLINGTON/PICO SKI RESORT PARTNERS, LLC, a Delaware limited liability company ("Killington"), MT. BACHELOR LLC, an Oregon limited liability company ("Mt. Bachelor"), PARLEYS RECREATION PARTNERS, L.L.C., a Utah limited liability company ("Parleys"), POWDR - COPPER MOUNTAIN LLC, a Delaware limited liability company ("Powdr-Copper"), POWDR - WOODWARD CA LLC, a Delaware limited liability company ("Powdr-Woodward CA"), POWDR - WOODWARD PA LLC, a Delaware limited liability company ("Powdr-Woodward PA" and, together with Powdr, Boreal, Killington, Mt. Bachelor, Parleys, Powdr-Copper, and Powdr-Woodward CA, each a "Borrower" and, collectively, the "Borrowers"), have entered into that certain Amended and Restated Credit Agreement, dated as of August 12, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the lenders party thereto from time to time (the "Lenders"), and Wells Fargo Bank, National Association, as the administrative agent for the Lenders (the "Administrative Agent"); and

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NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the terms and conditions of the Collateral Agreement, to evidence further the security interest granted by the Grantors to the Secured Party pursuant to the Collateral Agreement, the Grantors hereby grant to the Secured Party a security interest in all of the Grantors' right, title, and interest in and to the following, in each case whether now or hereafter existing or in which the Grantors now have or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral");

(i) all right, title, and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor (including the trademarks set forth on Schedule A annexed hereto) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents, and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Each Grantor does hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

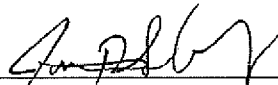
[Signature pages to follow.]

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IN WITNESS WHEREOF, the Grantors have caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

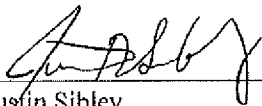
POWDR-WPG, LLC,
a Utah limited liability company

By: Powdr Corp., a Delaware corporation
Its: Manager



By: 
Name: Justin Sibley
Title: Co-President & Chief Administrative Officer

WAFFLEBOX, LLC
a Utah limited liability company

By: Powdr Corp., a Delaware corporation
Its: Manager

By: 
Name: Justin Sibley
Title: Co-President & Chief Administrative Officer

Schedule A
to
Grant of Trademark Security Interest

Current Owner	Mark	Application No.	Registration No.	Registration Date
WAFFLEBOX, LLC		87/892,791		
WAFFLEBOX, LLC	EAT A SQUARE MEAL	88/118,027		
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