

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM581116

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
United States Ski Team, Inc.		05/21/2020	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	Cruz Bay RS-SPE, LLC		
Street Address:	5720 Flatiron Parkway		
City:	Boulder		
State/Country:	COLORADO		
Postal Code:	80301		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1120914	NASTAR	
Registration Number:	1726359	NASTAR	
CORRESPONDENCE DATA			
Fax Number:	8446706009		
<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:	512-770-4223		
Email:	dwtrademarks@dickinsonwright.com		
Correspondent Name:	Alison D. Frey		
Address Line 1:	1825 Eye Street NW, Suite 900		
Address Line 4:	Austin, TEXAS 20006		
ATTORNEY DOCKET NUMBER:	27932-350		
NAME OF SUBMITTER:	Virginia Powell		
SIGNATURE:	/Virginia Powell/		
DATE SIGNED:	06/12/2020		
Total Attachments: 4			
source=Release of IP Security Interest 5.21.20 Signed by USSS[1]#page1.tif			
source=Release of IP Security Interest 5.21.20 Signed by USSS[1]#page2.tif			
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OP \$65.00 1120914

RELEASE OF INTELLECTUAL PROPERTY SECURITY INTERESTS

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTERESTS (“**Release**”) is made and effective as of May 21, 2020 and granted by UNITED STATES SKI TEAM, INC., a Colorado corporation (the “**Secured Party**”), in favor of Cruz Bay RS-SPE, LLC, a Delaware limited liability company (the “**Grantor**”).

WHEREAS, Grantor and Secured Party previously entered into that certain License Agreement dated as of October 28, 2015, by and among the Secured Party and the Grantor (as amended and restated, supplemented or otherwise modified from time to time, the “**License Agreement**”). As a condition precedent to entry into the License Agreement, Grantor executed and delivered a certain Intellectual Property Security Agreement dated October 28, 2015, made by the Grantor to the Secured Party (as amended, amended and restated, supplemented or otherwise modified from time to time (the “**IP Security Agreement**”).

WHEREAS, pursuant to the IP Security Agreement, Grantor pledged and granted to the Secured Party for the ratable benefit of the Secured Party a security interest in certain intellectual property of the Grantor to the Secured Party.

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office at Reel/Frame 5664/0144 on November 9, 2015; and

WHEREAS, the obligations secured by the IP Security Agreement have been satisfied, and the Grantor has requested that the Secured Party enter into this Release in order to effectuate, evidence, and record the release and reassignment to Grantor of any and all right, title, and interest the Secured Party may have in the IP Collateral pursuant to the IP Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby states as follows:

1. **Release of Security Interest.** The Secured Party, on behalf of itself and its successors, legal representatives, and assigns, hereby terminates the IP Security Agreement and terminates, releases, and discharges any and all security interests that the Secured Party has pursuant to the IP Security Agreement in any and all right, title, and interest of Grantor, and reassigns to Grantor any and all right, title, and interest that the Secured Party may have, in, to, and under the following (collectively, the “**IP Collateral**”):

(a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights, and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in **Exhibit A** hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties, and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. At the sole cost and expense of the Grantor, the Secured Party agrees to take all further actions, and provide to the Grantor and its successors, assigns, and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as Grantor and its successors, assigns, and legal representatives may reasonably request in order to confirm, effectuate, or record this Release. Grantor is hereby authorized to file and record this Release with the appropriate governmental agency or authority as evidence of the release of security interest granted hereunder.

3. Governing Law. This Release and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

(Signatures on following page.)

IN WITNESS WHEREOF, the Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

UNITED STATES SKI TEAM, INC.

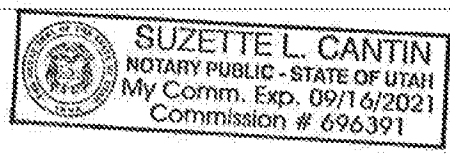
By: Brodie McAfee
Name: Brodie McAfee
Its: CFO

STATE OF Utah)
) SS:
COUNTY OF Summit)

Before me a Notary Public in and for said County and State, personally appeared the above named Brodie McAfee, the CFO of UNITED STATES SKI TEAM, INC., a Colorado corporation, who acknowledged that he did sign the foregoing instrument on behalf of that partnership, and that the same is ~~his~~ ^{her} free act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on the 21st day of May, 2020.

Suzette L. Cantin
Notary Public



EXHIBITA

Trademarks

A. United States Service Mark and Trademark Registrations and Applications.

NASTAR (Reg. No. 1120914)

- Registered Owner: Cruz Bay RS-SPE, LLC.
- Registration Date: June 26, 1979

NASTAR (Reg. No. 1726359)

- Registered Owner: Cruz Bay RS-SPE, LLC.
- Registration Date: October 20, 1992.

B. Canada Service Mark and Trademark Registrations and Applications.

NASTAR (Reg. No. TMA335379)

- Registered Owner: Cruz Bay RS-SPE, LLC.
- Registration Date: December 18, 1987.

EXHIBIT