

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM833085

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alpine Meadows Ski Resort, LLC		05/31/2023	Limited Liability Company: DELAWARE
Alterra Mountain Company		05/31/2023	Corporation: DELAWARE
AMC SB Inc.		05/31/2023	Corporation: DELAWARE
Crystal Mountain, Inc.		05/31/2023	Corporation: WASHINGTON
Deer Valley Resort Company, LLC		05/31/2023	Limited Liability Company: UTAH
Mammoth Mountain Ski Area, LLC		05/31/2023	Limited Liability Company: CALIFORNIA
Palisades Tahoe Resort, LLC		05/31/2023	Limited Liability Company: DELAWARE
Palisades Tahoe Ski Holdings, LLC		05/31/2023	Limited Liability Company: DELAWARE
Snow Summit, LLC		05/31/2023	Limited Liability Company: CALIFORNIA
Sugarbush Mountain Resort Inc.		05/31/2023	Corporation: DELAWARE
The Stratton Corporation		05/31/2023	Corporation: VERMONT
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:	New York		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 36			
Property Type	Number	Word Mark	
Registration Number:	6512046	AM ALPINE MEADOWS	
Registration Number:	6464817	AM ALPINE MEADOWS	
Registration Number:	6295552	ALTERRA MOUNTAIN COMPANY	
Serial Number:	87670905	IKON PASS	

OP \$915.00 6512046

Property Type	Number	Word Mark
Registration Number:	5823047	IKON PASS
Registration Number:	6019585	IKON PASS
Serial Number:	88748112	IKON PASS
Registration Number:	4123086	DELIVERING SERVICE
Registration Number:	4546754	SKI BUTLERS
Registration Number:	4525270	BIKE BUTLERS
Registration Number:	4546789	SKI BUTLERS SKI RENTALS
Registration Number:	6143582	
Registration Number:	6143583	SKI BUTLERS
Registration Number:	6143584	SKI BUTLERS
Serial Number:	88645091	CM
Registration Number:	6390991	CM
Registration Number:	6926121	CRYSTAL SKY CAMP
Registration Number:	7066696	TASTE OF LUXURY
Registration Number:	6919771	MM
Serial Number:	97779218	MAMMOTH
Registration Number:	5795214	CALIFORNIA EXPRESS
Registration Number:	5710824	CALIFORNIA EXPRESS SQUAW VALLEY ALPINE M
Serial Number:	97162271	
Serial Number:	97162281	PALISADES TAHOE
Serial Number:	97162312	THE VILLAGE AT PALISADES TAHOE
Serial Number:	97021068	PALISADES TAHOE
Serial Number:	97021080	PALISADES
Serial Number:	90836612	BIG BEAR MOUNTAIN RESORT
Serial Number:	90836618	BIG BEAR MOUNTAIN RESORT
Serial Number:	90836624	BEAR MOUNTAIN
Serial Number:	90836635	SS SNOW SUMMIT
Registration Number:	7001739	ABOVE THE BOOM
Serial Number:	90836651	CRAFTS N CRANKS
Serial Number:	97139021	SUGARBUSH
Serial Number:	97139027	
Serial Number:	97079397	STRATTON

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 2096249

NAME OF SUBMITTER: Sonya Jackman

SIGNATURE: /Sonya Jackman/

DATE SIGNED: 08/18/2023

Total Attachments: 9

source=#97195341v1 - (Alterra - Trademark Security Agreement)#page3.tif
source=#97195341v1 - (Alterra - Trademark Security Agreement)#page4.tif
source=#97195341v1 - (Alterra - Trademark Security Agreement)#page5.tif
source=#97195341v1 - (Alterra - Trademark Security Agreement)#page6.tif
source=#97195341v1 - (Alterra - Trademark Security Agreement)#page7.tif
source=#97195341v1 - (Alterra - Trademark Security Agreement)#page8.tif
source=#97195341v1 - (Alterra - Trademark Security Agreement)#page9.tif
source=#97195341v1 - (Alterra - Trademark Security Agreement)#page10.tif
source=#97195341v1 - (Alterra - Trademark Security Agreement)#page11.tif

**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of May 31, 2023, is made by each of the signatories listed on the signature pages hereto (each, a “Grantor” and collectively, the “Grantors”), 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 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, a Delaware limited liability company, Alterra Mountain Company (f/k/a Intrawest Resorts Holdings, Inc.), a Delaware corporation (the “Borrower”), the Lenders party thereto and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit 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 Credit Agreement and to induce the Lenders to make their respective Extensions of Credit under the Credit 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.

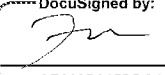
ALPINE MEADOWS SKI RESORT, LLC, as Grantor

By: Palisades Tahoe Ski Holdings, LLC, its Member

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

By: 
Name: Julie Bodden
Title: Secretary

ALTERRA MOUNTAIN COMPANY, as Grantor

By: 
Name: Julie Bodden
Title: Assistant Corporate Secretary

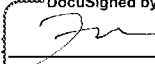
AMC SB INC., as Grantor

By: 
Name: Julie Bodden
Title: Secretary

CRYSTAL MOUNTAIN, INC., as Grantor

By: 
Name: Julie Bodden
Title: Secretary

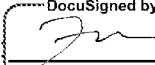
DEER VALLEY RESORT COMPANY, LLC,
as Grantor

DocuSigned by:
By: 
Name: Julie Budden
Title: Secretary

MAMMOTH MOUNTAIN SKI AREA, LLC,
as Grantor

By: MMSA SPE Holdings, LLC, its Sole
Member

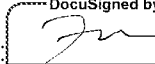
By: Mammoth Mountain Ski Area, its Sole
Member

DocuSigned by:
By: 
Name: Julie Budden
Title: Secretary

PALISADES TAHOE RESORT, LLC, as
Grantor

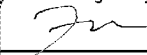
By: Palisades Tahoe Ski Holdings, LLC, its
Member

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

DocuSigned by:
By: 
Name: Julie Budden
Title: Secretary

PALISADES TAHOE SKI HOLDINGS, LLC,
as Grantor

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

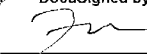
DocuSigned by:
By: 
Name: Julie Dodden
Title: Secretary

SNOW SUMMIT, LLC, as Grantor

By: Snow Summit Ski Company, LLC, its Sole
Member

DocuSigned by:
By: 
Name: Julie Dodden
Title: Secretary

SUGARBUSH MOUNTAIN RESORT INC.,
as Grantor

DocuSigned by:
By: 
Name: Julie Dodden
Title: Secretary

THE STRATTON CORPORATION, as
Grantor

DocuSigned by:
By: 
Name: Julie Dodden
Title: Secretary

JPMORGAN CHASE BANK, N.A., as the
Administrative Agent and the Collateral Agent

By:  _____
Name: Brian Smolowitz
Title: Executive Director

SCHEDULE A

U.S. Trademark Registrations and Applications

COUNTRY	TRADEMARK	OWNER	APPLICATION/ REG. NO.	FILED DATE/ REG. DATE
U.S.	AM ALPINE MEADOWS	Alpine Meadows Ski Resort, LLC	6512046	10/5/2021
U.S.	AM ALPINE MEADOWS	Alpine Meadows Ski Resort, LLC	6464817	08/24/2021
U.S.	ALTERRA MOUNTAIN COMPANY	Alterra Mountain Company	6295552	03/16/2021
U.S.	IKON PASS	Alterra Mountain Company	87670905	11/3/2017
U.S.	IKON PASS	Alterra Mountain Company	5823047	07/30/2019
U.S.	IKON PASS	Alterra Mountain Company	6019585	03/24/2020
U.S.	IKON PASS	Alterra Mountain Company	88748112	01/06/2020
U.S.	DELIVERING SERVICE	AMC SB Inc.	4123086	04/03/2012
U.S.	SKI BUTLERS	AMC SB Inc.	4546754	06/10/2014
U.S.	BIKE BUTLERS	AMC SB Inc.	4525270	05/06/2014
U.S.	SKI BUTLERS SKI RENTALS	AMC SB Inc.	4546789	06/10/2014
U.S.	(Design Only)	AMC SB Inc.	6143582	09/01/2020
U.S.	SKI BUTLERS	AMC SB Inc.	6143583	09/01/2020
U.S.	SKI BUTLERS	AMC SB Inc.	6143584	09/01/2020
U.S.	CM	Crystal Mountain, Inc.	88645091	10/07/2019

Schedule A

U.S.	CM	Crystal Mountain, Inc.	6390991	06/15/2021
U.S.	CRYSTAL SKY CAMP	Crystal Mountain, Inc.	6926121	12/13/2022
U.S.	TASTE OF LUXURY	Deer Valley Resort Company, LLC	7066696	05/30/2023
U.S.	MM	Mammoth Mountain Ski Area, LLC	6919771	12/06/2022
U.S.	MAMMOTH	Mammoth Mountain Ski Area, LLC	97779218	02/03/2023
U.S.	CALIFORNIA EXPRESS	Palisades Tahoe Resort, LLC	5795214	07/02/2019
U.S.	CALIFORNIA EXPRESS SQUAW VALLEY ALPINE MEADOWS	Palisades Tahoe Resort, LLC	5710824	03/26/2019
U.S.	(Design Only)	Palisades Tahoe Resort, LLC	97162271	12/08/2021
U.S.	PALISADES TAHOE	Palisades Tahoe Resort, LLC	97162281	12/08/2021
U.S.	THE VILLAGE AT PALISADES TAHOE	Palisades Tahoe Resort, LLC	97162312	12/08/2021
U.S.	PALISADES TAHOE	Palisades Tahoe Ski Holdings, LLC	97021068	09/10/2021
U.S.	PALISADES	Palisades Tahoe Ski Holdings, LLC	97021080	09/10/2021
U.S.	CALIFORNIA EXPRESS	Palisades Tahoe Ski Holdings, LLC	5795214	07/02/2019
U.S.	CALIFORNIA EXPRESS SQUAW VALLEY ALPINE MEADOWS	Palisades Tahoe Ski Holdings, LLC	5710824	03/26/2019
U.S.	BIG BEAR MOUNTAIN RESORT	Snow Summit, LLC	90836612	07/19/2021
U.S.	BIG BEAR MOUNTAIN RESORT	Snow Summit, LLC	90836618	07/19/2021
U.S.	BEAR MOUNTAIN	Snow Summit, LLC	90836624	07/19/2021

Schedule A

U.S.	SS SNOW SUMMIT	Snow Summit, LLC	90836635	07/19/2021
U.S.	ABOVE THE BOOM	Snow Summit, LLC	7001739	03/14/2023
U.S.	CRAFTS N CRANKS	Snow Summit, LLC	90836651	07/19/2021
U.S.	SUGARBUSH	Sugarbush Mountain Resort Inc.	97139021	11/23/2021
U.S.	(Design Only)	Sugarbush Mountain Resort Inc.	97139027	11/23/2021
U.S.	STRATTON	The Stratton Corporation	97079397	10/18/2021

Schedule A

#96921662v4

RECORDED: 08/18/2023

**TRADEMARK
REEL: 008172 FRAME: 0773**