

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM873141

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JACKSON HOLE MOUNTAIN RESORT CORPORATION		02/01/2024	Corporation: WYOMING
RECEIVING PARTY DATA			
Name:	SB CORPORATE FUNDING LLC		
Street Address:	One Security Benefit Place		
City:	Topeka		
State/Country:	KANSAS		
Postal Code:	66636		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	2519086	VERTICAL FOOT CLUB	
Registration Number:	2367241	JACKSON HOLE MOUNTAIN RESORT	
Registration Number:	2364925	FORT WYOMING	
Registration Number:	1047420	JACKSON HOLE	
Registration Number:	4896047	JACKSON HOLE RESORT RESERVATIONS	
Registration Number:	4413016	JH	
Registration Number:	4280524	JACKSON HOLE LUXURY COLLECTION	
Registration Number:	4017010	GRAND PASS	
Registration Number:	3780599	JACKSON HOLE RESORT LODGING	
Registration Number:	3297010	JACKSON HOLE	
Registration Number:	3210871	JACKSON HOLE MOUNTAIN RESORT	
Registration Number:	2966263	JACKSON HOLE REALTY	
Registration Number:	6769861	RENDEZVOUS PEAK PASS	
Registration Number:	6474303	JACKSON HOLE VACATION RENTALS	
Registration Number:	6479976	RETURN TO THE WILD	
Registration Number:	6412470	BYPASS	
Registration Number:	5812616	RPK3	
Registration Number:	5894315	JH KINGS & QUEENS OF CORBET'S JACKSON HO	
Registration Number:	4858961	MARCH RADNESS	
		TRADEMARK	

CH \$590.00 2519086

Property Type	Number	Word Mark
Registration Number:	4617722	JACKSON HOLE RENDEZVOUS
Registration Number:	4757008	HOBACK
Registration Number:	4757009	HOBACK SPORTS
Registration Number:	4837507	

CORRESPONDENCE DATA

Fax Number: 2028874288
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: 2028874000
Email: mbeyene@akingump.com, DC_IPDocketing@AKINGUMP.com
Correspondent Name: AKIN GUMP STRAUSS HAUER & FELD LLP
Address Line 1: 2001 K Street N.W.
Address Line 4: Washington DC, D.C. 20006

ATTORNEY DOCKET NUMBER:	696615.0010
NAME OF SUBMITTER:	Mussie B Beyene
SIGNATURE:	/MUSSIE B BEYENE/
DATE SIGNED:	02/01/2024

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 1, 2024 (as amended, amended and restated, supplemented or otherwise modified from time to time, this “Intellectual Property Security Agreement”), is made by JACKSON HOLE MOUNTAIN RESORT CORPORATION, a Wyoming corporation (the “Borrower”), and each of the Restricted Subsidiaries (as defined in the Credit Agreement) of the Borrower party hereto (together with the Borrower, collectively, the “Grantors”) in favor of SB CORPORATE FUNDING LLC, as administrative agent and collateral agent for the ratable benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, together with its successors and assigns in such capacity, the “Administrative Agent”).

WHEREAS, the Borrower has entered into that certain Credit Agreement, dated as of February 1, 2024 (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrower, each lender from time to time a party thereto, and the Administrative Agent;

WHEREAS, the Grantors have entered into that certain Guarantee and Collateral Agreement, dated as of February 1, 2024 (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”; capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement), by and among the Grantors in favor of the Administrative Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted a security interest in certain Collateral, including, without limitation, certain Intellectual Property of the Grantors, to the Administrative Agent for the ratable benefit of the Secured Parties, and have agreed as a condition precedent to the extensions of credit under the Credit Agreement and the provision of financial accommodations under Secured Cash Management Agreements (as defined in the Credit Agreement) and Secured Hedge Agreements (as defined in the Credit Agreement) to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. GRANT OF SECURITY. Each Grantor hereby collaterally assigns to the Administrative Agent, and hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing lien on, all right, title and interest in the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Intellectual Property Collateral”), as collateral security for the prompt and complete payment and performance in full when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

1.1 Trademarks. (i) All trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other

source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or group of countries or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule 1, (ii) the right to obtain all extensions and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, and (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill (collectively, the “Trademarks”);

1.2 Patents. (i) All letters patent of the United States, any other country or group of countries or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to in Schedule 1, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to in Schedule 1, (iii) all rights to obtain any reissues or extensions of the foregoing, (iv) all rights corresponding thereto throughout the world, (v) all inventions and improvements described therein, (vi) all rights to sue for past, present and future infringements thereof, and (vii) all licenses, claims, damages, and proceeds of suit arising therefrom (collectively, the “Patents”);

1.3 Copyrights. (i) All copyrights arising under the laws of the United States, any other country or group of countries or any political subdivision thereof, whether registered or unregistered and whether published or unpublished (including, without limitation, those listed in Schedule 1), all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, (ii) the right to obtain all renewals thereof, and (iii) all rights corresponding thereto, including rights to sue for past, present and future infringements thereof (collectively, the “Copyrights”);

1.4 Trade Secrets. All trade secrets and all other confidential or proprietary information and know-how whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret and (ii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “Trade Secrets”);

1.5 Intellectual Property. All rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Copyrights, the Patents, the Trademarks, and the Trade Secrets and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom (collectively, “Intellectual Property”); and

1.6 Proceeds. All “proceeds” as such term is defined in Article 9 of the UCC on the date hereof and, in any event, shall include, without limitation, whatever is receivable or

received when Intellectual Property or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary (in each case, regardless of whether characterized as proceeds under the UCC), and any and all proceeds of the foregoing described in this Section 1.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any Excluded Collateral.

SECTION 2. RECORDATION. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. EXECUTION IN COUNTERPARTS. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic imaging means), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. The words “execution”, “execute”, “signed”, “signature”, and words of like import in or related to this Intellectual Property Security Agreement or any document to be signed in connection with this Intellectual Property Security Agreement (including without limitation amendments or supplements hereto) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary, the Administrative Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it.

SECTION 4. CONFLICT PROVISION. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

SECTION 5. GOVERNING LAW. THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. SUBMISSION TO JURISDICTION. EACH GRANTOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY AND OF THE UNITED STATES DISTRICT

COURT OF THE STATE OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE GRANTORS OR THEIR PROPERTIES IN THE COURTS OF ANY JURISDICTION.

SECTION 7. WAIVER OF VENUE. EACH GRANTOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN SECTION 6. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

SECTION 8. SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

SECTION 9. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT

AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL
WAIVERS AND CERTIFICATIONS IN THIS SECTION.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

JACKSON HOLE MOUNTAIN RESORT CORPORATION,
a Wyoming corporation

By: Mary Kate Buckley
Name: Mary Kate Buckley
Title: President

JHSC PROPERTIES, INC.,
a Wyoming corporation

By: Mary Kate Buckley
Name: Mary Kate Buckley
Title: President

JACKSON HOLE RESORT LODGING CORPORATION,
a Wyoming corporation

By: Mary Kate Buckley
Name: Mary Kate Buckley
Title: President

JACKSON HOLE RESORT RESERVATIONS LLC,
a Wyoming limited liability company

By: Mary Kate Buckley
Name: Mary Kate Buckley
Title: President

TRAM STATION LLC,
a Wyoming limited liability company

By: Mary Kate Buckley
Name: Mary Kate Buckley
Title: President

LOT 18 LLC,
a Wyoming limited liability company

By: Mary Kate Buckley
Name: Mary Kate Buckley
Title: President

JACKSON HOLE REALTY,
a Wyoming corporation

By: Mary Kate Buckley
Name: Mary Kate Buckley
Title: President

STILSON TRAILS LLC,
a Wyoming limited liability company

By: Mary Kate Buckley
Name: Mary Kate Buckley
Title: President

POWDERHORN HOUSING LLC,
a Wyoming limited liability company

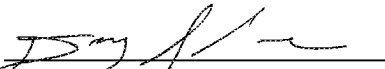
By: Mary Kate Buckley
Name: Mary Kate Buckley
Title: President

VICTOR HOUSING LLC,
a Wyoming limited liability company

By: Mary Kate Buckley
Name: Mary Kate Buckley
Title: President

ADMINISTRATIVE AGENT:

SB CORPORATE FUNDING LLC,
as Administrative Agent

By: 
Name: Douglas Schneider
Title: Authorized Signatory

SCHEDULE 1
to Intellectual Property Security Agreement




Patents

None.

Copyrights

None.

Trademarks

Country / Jurisdiction	Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
United States	VERTICAL FOOT CLUB	75692950 27-APR-1999	2519086 18-DEC-2001	Registered	Jackson Hole Mountain Resort Corporation
United States	JACKSON HOLE MOUNTAIN RESORT	75657905 10-MAR-1999	2367241 11-JUL-2000	Registered	Jackson Hole Mountain Resort Corporation
United States	FORT WYOMING	75343852 20-AUG-1997	2364925 04-JUL-2000	Registered	Jackson Hole Mountain Resort Corporation
United States	JACKSON HOLE 	72417153 02-MAR-1972	1047420 31-AUG-1976	Registered	Jackson Hole Mountain Resort Corporation
United States	JACKSON HOLE RESORT RESERVATIONS	86026702 01-AUG-2013	4896047 02-FEB-2016	Registered	Jackson Hole Mountain Resort Corporation
United States	JH 	85557083 01-MAR-2012	4413016 08-OCT-2013	Registered	Jackson Hole Mountain Resort Corporation
United States	JACKSON HOLE LUXURY COLLECTION	85445043 12-OCT-2011	4280524 22-JAN-2013	Registered	Jackson Hole Mountain Resort Corporation
United States	GRAND PASS	85089048 20-JUL-2010	4017010 23-AUG-2011	Registered	Jackson Hole Mountain Resort Corporation
United States	JACKSON HOLE RESORT LODGING	77814181 27-AUG-2009	3780599 27-APR-2010	Registered	Jackson Hole Mountain Resort Corporation
United States	JACKSON HOLE	77092083 26-JAN-2007	3297010 25-SEP-2007	Registered	Jackson Hole Mountain Resort Corporation
United States	JACKSON HOLE MOUNTAIN RESORT	78812758 11-FEB-2006	3210871 20-FEB-2007	Registered	Jackson Hole Mountain Resort Corporation
United States	JACKSON HOLE REALTY	78264825 19-JUN-2003	2966263 12-JUL-2005	Registered	Jackson Hole Mountain Resort Corporation
United States	RENDEZVOUS PEAK PASS	90615802 31-MAR-2021	6769861 21-JUN-2022	Registered	Jackson Hole Mountain Resort Corporation
United States	JACKSON HOLE VACATION RENTALS	90076576 27-JUL-2020	6474303 07-SEP-2021	Registered	Jackson Hole Mountain Resort Corporation
United States	RETURN TO THE WILD	88889353 27-APR-2020	6479976 07-SEP-2021	Registered	Jackson Hole Mountain Resort Corporation
United States	BYPASS	88889359 27-APR-2020	6412470 06-JUL-2021	Registered	Jackson Hole Mountain Resort Corporation
United States	RPK3	88250279 04-JAN-2019	5812616 23-JUL-2019	Registered	Jackson Hole Mountain Resort Corporation
United States	JH KINGS & QUEENS OF CORBET'S JACKSON HOLE, WY 	88040949 17-JUL-2018	5894315 29-OCT-2019	Registered	Jackson Hole Mountain Resort Corporation
United States	MARCH RADNESS	86600034 16-APR-2015	4858961 24-NOV-2015	Registered	Jackson Hole Mountain Resort Corporation

Country / Jurisdiction	Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
United States	JACKSON HOLE RENDEZVOUS	86278040 12-MAY-2014	4617722 07-OCT-2014	Registered	Jackson Hole Mountain Resort Corporation
United States	HOBACK	86203686 25-FEB-2014	4757008 16-JUN-2015	Registered	Jackson Hole Mountain Resort Corporation
United States	HOBACK SPORTS	86203692 25-FEB-2014	4757009 16-JUN-2015	Registered	Jackson Hole Mountain Resort Corporation
United States	Design Only 	86203707 25-FEB-2014	4837507 20-OCT-2015	Registered	Jackson Hole Mountain Resort Corporation
Wyoming	JACKSON HOLE CONDOMINIUMS		2021-001014312 18-JUN-2021	Registered	Jackson Hole Resort Lodging Corporation
Wyoming	JACKSON HOLE RESORT LODGING		2007-000546905 05-DEC-2007	Registered	Jackson Hole Resort Lodging Corporation
Wyoming	JACKSON HOLE RESORT RENTALS		2002-000439037 03-SEP-2002	Registered	Jackson Hole Resort Lodging
Wyoming	TETON VILLAGE CONDOMINIUMS		2021-001014305 18-JUN-2021	Registered	Jackson Hole Resort Lodging Corporation
Wyoming	TETON VILLAGE PROPERTY MANAGEMENT		2021-001014308 18-JUN-2021	Registered	Jackson Hole Resort & Lodging Corporation
Wyoming	PISTE BISTRO		2015-000680057 29-JAN-2015	Registered	Jackson Hole Mountain Resort Corporation
Wyoming	PISTE MOUNTAIN BISTRO		2015-000680056 29-JAN-2015	Registered	Jackson Hole Mountain Resort Corporation
Wyoming			2015-000680071	Registered	Jackson Hole Mountain Resort Corporation