

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	06/01/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CAMELBACK SKI CORPORATION		06/01/2005	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	CBH20, LP
Composed Of:	COMPOSED OF CBH20 GENERAL PARTNER, LLC, a Pennsylvania limited liability company
Street Address:	P.O. Box 168
City:	Tannersville
State/Country:	PENNSYLVANIA
Postal Code:	18372
Entity Type:	LIMITED PARTNERSHIP: PENNSYLVANIA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2290829	CAMELBACK
Registration Number:	2295017	CAMELBACK
Registration Number:	2287755	CAMELBEACH
Registration Number:	2288911	CAMELBEACH
Registration Number:	2288913	CAMEL BEACH
Serial Number:	76573606	CHECKERED FLAG CHALLENGE
Serial Number:	76576008	CHECKERED FLAG CHALLENGE
Registration Number:	2765391	SPIN CYCLE
Registration Number:	2578155	TITAN
Registration Number:	2856593	TRIPLE VENOM
Registration Number:	2856592	TRIPLE VENOM

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Registration Number:	2292006	CAMELBACK
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CORRESPONDENCE DATA

Fax Number: (215)655-2420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 215.994.2420
Email: terence.dixon@dechert.com
Correspondent Name: Terence A. Dixon, Dechert LLP
Address Line 1: Cira Centre, 2929 Arch Street
Address Line 4: Philadelphia, PENNSYLVANIA 19104-2808

NAME OF SUBMITTER:	Terence A. Dixon
Signature:	/tad/
Date:	06/19/2006

Total Attachments: 2
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EXECUTION COPY

AGREEMENT AND PLAN OF MERGER

dated June 1, 2005

by and between

CAMELBACK SKI CORPORATION,

and

CBH20, LP

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is dated as of June 1, 2005 and is made by and between Camelback Ski Corporation, a Pennsylvania corporation (the "Company"), and CBH20, LP, a Pennsylvania limited partnership, or its assignee pursuant to Section 10.05 (the "Parent"). Prior to the Closing, Parent shall form a Pennsylvania corporation wholly-owned by Parent to be the "Merger Sub" under this Agreement and cause Merger Sub to join in this Agreement as a party. Section 1.09 sets forth a table of defined terms used in this Agreement.

The parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1

THE MERGER

SECTION 1.01 *The Merger.* (a) At the Effective Time, the Merger Sub shall be merged (the "Merger") with and into the Company in accordance with the Pennsylvania Business Corporation Law (the "Pennsylvania Law"), whereupon the separate existence of the Merger Sub shall cease, and the Company shall be the surviving corporation (the Company, after giving effect to the Merger, is sometimes referred to herein as the "Surviving Corporation").

(b) At the time of the closing of the Merger (the "Closing"), the Company and Merger Sub will execute and file articles of merger with the Secretary of the Commonwealth of Pennsylvania in the manner required by, and in such form as may be required by, the Pennsylvania Law, and make all other filings and recordings required by the Pennsylvania Law in connection with the Merger. The Merger shall become effective at such time as such articles of merger are filed with the Secretary of the Commonwealth of the Commonwealth of Pennsylvania (the "Effective Time").

(c) From and after the Effective Time, the Surviving Corporation shall possess all the rights, privileges, powers and franchises, and be subject to all of the restrictions, debts and obligations, of the Merger Sub, as provided under the Pennsylvania Law.

(d) Subject to the terms and conditions set forth in this Agreement, the Closing under this Agreement shall be held commencing at 10:00 a.m. (local time) at the offices of Wolf, Block, Schorr and Solis-Cohen LLP, 1650 Arch Street, 22nd Floor, Philadelphia, PA on June 13, 2005, unless another date, time or place is agreed to by the parties (the date of the Closing being sometimes referred to herein as the "Closing Date").

SECTION 1.02 *Conversion of Shares of Merger Sub.* At the Effective Time, automatically by virtue of the Merger and without any further action on the part of Parent, Merger Sub or the Company, each outstanding share of common stock of the Merger Sub shall be converted into one fully paid and nonassessable share of common stock of the Surviving Corporation and shall constitute the only outstanding shares of capital stock of the Surviving Corporation.