

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311473

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Snowbird, Ltd.		07/21/2014	LIMITED PARTNERSHIP: UTAH
Snowbird Corporation		07/21/2014	CORPORATION: UTAH
RECEIVING PARTY DATA			
Name:	Snowbird Resort LLC		
Street Address:	3165 East Millrock Drive		
Internal Address:	Suite 150		
City:	Holladay		
State/Country:	UTAH		
Postal Code:	84121		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	85795487	POWDER PRIORITY	
Registration Number:	2872793	RIDE A REAL MOUNTAIN	
Registration Number:	2605227	SEVEN SUMMITS	
Registration Number:	2275331		
Registration Number:	2258650	SNOWBIRD	
Registration Number:	2147507		
Registration Number:	2189858	THE CLIFF CLUB	
Registration Number:	1751352	SNOWBIRD	
Registration Number:	1759977	SNOWBIRD	
Registration Number:	1364383	SNOWBIRD	
Registration Number:	1347270		
Registration Number:	1336322	SNOWBIRD	
Registration Number:	1286390		
Registration Number:	1286389	SNOWBIRD	
Registration Number:	0989148	SNOWBIRD	
CORRESPONDENCE DATA			
TRADEMARK			

Fax Number: 6023826070

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: 602-382-6572

Email: krigby@swlaw.com

Correspondent Name: Eric Nielsen, Snell & Wilmer L.L.P.

Address Line 1: 400 East Van Buren

Address Line 2: One Arizona Center

Address Line 4: Phoenix, ARIZONA 85004-2202

ATTORNEY DOCKET NUMBER:	38142.00063
--------------------------------	-------------

NAME OF SUBMITTER:	Eric Nielsen
---------------------------	--------------

SIGNATURE:	/Eric Nielsen/
-------------------	----------------

DATE SIGNED:	07/22/2014
---------------------	------------

Total Attachments: 7

source=Project Frederick - Assignment of Intellectual Property#page1.tif

source=Project Frederick - Assignment of Intellectual Property#page2.tif

source=Project Frederick - Assignment of Intellectual Property#page3.tif

source=Project Frederick - Assignment of Intellectual Property#page4.tif

source=Project Frederick - Assignment of Intellectual Property#page5.tif

source=Project Frederick - Assignment of Intellectual Property#page6.tif

source=Project Frederick - Assignment of Intellectual Property#page7.tif

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (the “**Assignment**”) is made, executed and delivered as of July 21, 2014, by Snowbird, Ltd., a Utah limited partnership (the “**Partnership**”), and Snowbird Corporation, a Utah corporation (the “**General Partner**” and together with the Partnership, collectively, “**Assignor**”), to Snowbird Resort LLC, a Delaware limited liability company (“**Assignee**”).

RECITALS

WHEREAS, this Assignment is being executed and delivered pursuant to that certain Asset Purchase Agreement by and among Assignor, Frederick Acquisitions, LLC, a Delaware limited liability company that has changed its name to “Snowbird Holdings LLC” (“**Original Purchaser**”), and the other parties thereto, dated as of May 9, 2014 (the “**Purchase Agreement**”);

WHEREAS, prior to the date hereof, Original Purchaser assigned its rights to purchase and acquire the Initial Closing Purchased Assets, including the Intellectual Property, to Assignee in accordance with the Purchase Agreement; and

WHEREAS, all initially capitalized terms used but not otherwise defined in this Assignment shall have the meanings assigned to such terms in the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns to Assignee all of its right, title and interest in, to and under the Intellectual Property, including all goodwill associated therewith, and including, without limitation, that certain Intellectual Property described on Schedule 5.1(M)(1) of the Purchase Agreement, with such assignment to further include all of the Assignor’s rights to (a) sue for infringement with respect to the Intellectual Property, whether arising prior to or subsequent to the date of this Assignment, and (b) any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States or in any other jurisdiction, the same to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment not been made.

2. The Assignor agrees that at any time and from time to time, upon the written request of the Assignee, and without further remuneration, the Assignor shall promptly and duly execute and deliver any and all such further instruments and documents and take such further actions as the Assignee may reasonably request in order to obtain the full benefit of this Assignment and of the rights and powers granted hereby.

3. This Assignment may be executed in one or more counterparts, and each signatory hereto may sign on a separate counterpart, each of which shall be deemed an original and all of which, when taken together, shall constitute one instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Assignment to physically form one document. Facsimile signature pages will be acceptable and shall be conclusive evidence of execution.

4. The assignments and assumptions made in this Assignment are made solely to the extent required at Initial Closing by the Purchase Agreement. This Assignment is expressly made subject to the Purchase Agreement, and any conflict between the terms of this Assignment and the terms of the Purchase Agreement shall be construed in favor of the Purchase Agreement.


[signatures appear on following page]

IN WITNESS WHEREOF, this Assignment has been executed effective as of the Initial Closing.

ASSIGNOR:

"GENERAL PARTNER":

SNOWBIRD CORPORATION, a Utah corporation

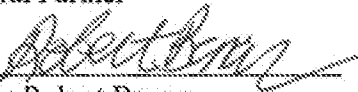
By: 
Name: Robert Bonar
Title: President and CEO

"PARTNERSHIP":

SNOWBIRD, LTD., a Utah limited partnership

By: 
Name: Richard D. Bass
Title: General Partner

By: Snowbird Corporation
Its: General Partner

By: 
Name: Robert Bonar
Title: President and CEO

ASSIGNEE:

SNOWBIRD RESORT LLC, a Delaware limited liability company


By: _____
Name: Cathy Handley
Title: Secretary

IN WITNESS WHEREOF, this Assignment has been executed effective as of the Initial Closing.

ASSIGNOR:

"GENERAL PARTNER":

SNOWBIRD CORPORATION, a Utah corporation

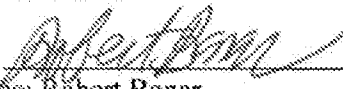
By: 
Name: Robert Bonar
Title: President and CEO

"PARTNERSHIP":

SNOWBIRD, LTD., a Utah limited partnership

By: _____
Name: Richard D. Bass
Title: General Partner

By: Snowbird Corporation
Its: General Partner

By: 
Name: Robert Bonar
Title: President and CEO

ASSIGNEE:



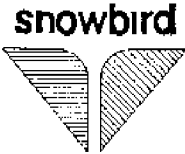
SNOWBIRD RESORT LLC, a Delaware limited liability company

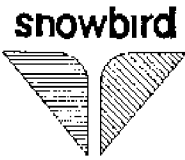
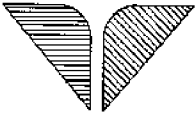
By: 
Name: Cathy Handley
Title: Secretary

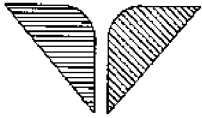
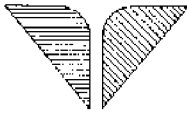
SCHEDULE 5.1(M)(1)

Seller's Intellectual Property

LIVE US TRADEMARK APPLICATIONS AND REGISTRATIONS

<i>Mark</i>	<i>Reg. No. Reg. Date</i>	<i>Goods / Services (International Class)</i>	<i>Owner</i>	<i>Next Due Date</i>
POWDER PRIORITY	Pending Application Serial No. 85/795,487, filed 12/05/2012	35 – customer loyalty program providing on-mountain benefits and incentives in the nature of priority chairlift loading and reserved ski times to guests staying at ski resort lodging accommodations 41 – ski resort services 43 – resort lodging services	SNOWBIRD CORPORATION	Response to OA due 10/14/14
RIDE A REAL MOUNTAIN	2,872,793 08/10/2004	41 - Providing skiing facilities and instruction	SNOWBIRD CORPORATION	Section 8 & 9 due 08/09/2024
SEVEN SUMMITS	2,605,227 08/06/2002	25 - clothing, namely, wind-resistant jackets	SNOWBIRD CORPORATION	Section 8 & 9 due 08/05/2022
	2,275,331 09/07/1999	35 - retail store services, namely, retail shops featuring clothing, ski equipment, gift and souvenir items	SNOWBIRD CORPORATION	Section 8 & 9 due 09/06/2019
SNOWBIRD	2,258,650 07/06/1999	35 - retail store services, namely, retail shops featuring clothing, ski equipment, gift and souvenir items	SNOWBIRD CORPORATION	Section 8 & 9 due 07/05/2019
	2,147,507 03/31/1998	9 - computer mouse pads, magnets and prerecorded video tapes featuring information concerning winter recreation	SNOWBIRD CORPORATION	Section 8 & 9 due 03/30/2018
THE CLIFF CLUB	2,189,858 09/15/1998	36 - real estate and condominium time-sharing, brokerage and management services	SNOWBIRD CORPORATION	Section 8 & 9 due 09/14/2018
SNOWBIRD	1,751,352 02/09/1993	25 - clothing for men, women and children; namely, shirts, T-shirts, hats, visors, headbands, stockings, wind-resistant jackets, insulated jackets, scarves, shorts, gym shorts, belts	SNOWBIRD CORPORATION	Section 8 & 9 due 02/08/2023
	1,759,977 03/23/1993	25 - for men, women and children; namely, headbands, hats, caps, visors, shirts, T-shirts, sweatshirts, polo shirts, wind-resistant jackets, namely, insulated vests and jackets, ski vests, ski sweaters, turtle-neck shirts, bandanas, shorts, gym shorts, sweat pants, belts	SNOWBIRD CORPORATION	Section 8 & 9 due 03/22/2023

Mark	Reg. No. Reg. Date	Goods / Services (International Class)	Owner	Next Due Date
	1,364,383 10/08/1985	14 – Jewelry, namely charms 18 – Luggage, briefcases, packs (namely, backpacks and packs tied to the waist), bags (namely, tote bags, gym bags, duffel bags) 21 – Glass beverage ware, cups, mugs, shot glasses and reflective decorative glass ornaments 26 – Ornamental souvenir pins not of precious metal, souvenir cloth patches for clothing 28 – Ski equipment, namely, skis and ski boot bags	SNOWBIRD CORPORATION	Section 8 & 9 due 10/07/2015
	1,347,270 07/09/1985	8 – Collectors' Souvenir Spoons Made of Non Precious Metal 16 – Printed Matter and Publications- Namely, Framed and Unframed Prints, Advertising Brochures and Pamphlets, Decals, Stickers, Bumper-Stickers, Guest Folios, Paper Napkins, Match Book Covers, Playing Cards, and Stationery Items- Namely, Letterheads, Envelopes, Mailing Labels, Note Paper and Postcards 18 – Luggage, Briefcases, Packs- Namely, Backpacks and Packs Tied to the Waist; Bags- Namely, Tote Bags, Gym Bags 21 – Glass Beverage Ware, Cups, Mugs, Shot Glasses and Reflective Decorative Glass Ornaments 25 – Clothing and Wearing Apparel- Namely, Shirts, Sweaters, Turtleneck Shirts, Sweatshirts, Scarves, Hats, Caps 26 – Cloth Patches, Souvenir Pins Made of Non Precious Metal 28 – Ski Equipment- Namely, Skis and Ski Boot Bags	SNOWBIRD CORPORATION	Section 8 & 9 due 07/08/2015
SNOWBIRD	1,336,322 05/21/1985	8 – Souvenir Spoons Not of Precious Metal 18 – Luggage, Brief Cases, Packs- Namely, Backpacks and Packs Tied to the Waist, Bags- Namely, Tote Bags, Gym Bags, Duffel Bags 21 – Glass Beverage ware, Cups, Mugs, Shot Glasses and Reflective Decorative Glass Ornaments 28 – Ski Equipment- Namely, Skis and Ski Boot Bags	SNOWBIRD CORPORATION	Section 8 & 9 due 05/20/2015

Mark	Reg. No. Reg. Date	Goods / Services (International Class)	Owner	Next Due Date
	1,286,390 07/17/1984	36 – Providing Real Estate and Condominium Time-Sharing, Brokerage and Management Services 41 – Providing Skiing Facilities and Instruction 42 – Providing Food, Beverage, Lodging, Convention and Resort Services	SNOWBIRD CORPORATION	Section 8 & 9 due 07/16/2014
SNOWBIRD	1,286,389 07/17/1984	6 – Providing Real Estate and Condominium Time-Sharing, Brokerage and Management Services 41 – Providing Skiing Facilities and Instruction 42 – Providing Food, Beverage, Lodging, Convention and Resort Services	SNOWBIRD CORPORATION	Section 8 & 9 due 07/16/2014
snowbird 	0,989,148 07/23/1974	42 – Providing food, beverage and lodging services 41 – Providing skiing facilities and instruction	SNOWBIRD CORPORATION	Section 8 & 9 due 07/22/2014

UTAH TRADEMARKS

DOMAIN NAMES

Domain Name	Expiration Date	Registrant
SNOWBIRD.COM	05/11/2015	SNOWBIRD CORPORATION

SOCIAL MEDIA ACCOUNTS

Account	Username	Password
Facebook		
Instagram		
Twitter		