

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Paramount Parks, Inc.		06/30/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	KeyBank National Association
<b>Street Address:</b>	127 Public Square
<b>City:</b>	Cleveland
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44114
<b>Entity Type:</b>	CORPORATION:

**PROPERTY NUMBERS Total: 49**

Property Type	Number	Word Mark
Registration Number:	3034950	ALIEN CRYPT IN 3D
Registration Number:	3004407	NIGHTMARE MANOR
Registration Number:	3031675	THE BEAST
Registration Number:	2754643	FIESTA HISPANA
Registration Number:	2896305	TICKET TO FUN
Registration Number:	2739164	CYBER SAYS
Registration Number:	2725999	CYBER SEZ
Registration Number:	2996423	WATER WORKS
Registration Number:	2702279	PSYCHO MOUSE
Registration Number:	2859380	KINGS DOMINION
Registration Number:	2859379	KINGS DOMINION
Registration Number:	2859376	KINGS ISLAND
Registration Number:	2861959	KINGS ISLAND
Registration Number:	2656369	ZOOM ZONE IN ANIMATION STATION

OP \$1240.00 3034950

Registration Number:	2687433	DELIRIUM
Registration Number:	2730354	THERE'S NO BETTER TIME
Registration Number:	2586971	WORLD'S FIRST FLYING COASTER
Registration Number:	2719866	EXPRESS LANE
Registration Number:	2732896	LAUNCH PAD
Registration Number:	2503982	KIDZVILLE
Registration Number:	2562522	HYPERSONIC XLC XTREME LAUNCH COASTER
Registration Number:	2562521	HYPERSONIC XLC XTREME LAUNCH COASTER
Registration Number:	2562520	HYPERSONIC XLC XTREME LAUNCH COASTER
Registration Number:	2586446	PSYCHO MOUSE
Registration Number:	2562519	HYPERSONIC XLC XTREME LAUNCH COASTER
Registration Number:	2438581	WORLD'S ONLY FLYING COASTER
Registration Number:	2274452	TAXI JAM
Registration Number:	2132875	HURLER
Registration Number:	1995152	VORTEX
Registration Number:	2118231	ANIMATION STATION
Registration Number:	1977709	VORTEX
Registration Number:	1817554	NIGHTS OF FIRE
Registration Number:	1669918	ANACONDA
Registration Number:	1562693	KING KOBRA
Registration Number:	1543934	RACING RIVERS
Registration Number:	1545740	THE REBEL YELL
Registration Number:	1531351	REDWOOD
Registration Number:	1473892	CAROWINDS
Registration Number:	1243215	THE GRIZZLY
Serial Number:	78661112	FRIENDS & FAMILY SEASON PASS
Serial Number:	78534869	CAMP WILDERNESS
Serial Number:	78534865	CAMP WILDERNESS
Serial Number:	78534856	CAMP WILDERNESS
Serial Number:	78534851	CAMP WILDERNESS
Serial Number:	78428953	WALLY'S WALKABOUT PUB
Serial Number:	78428942	WALLY'S WALKABOUT PUB
Serial Number:	76103448	HYPERSONIC
Serial Number:	76103447	HYPERSONIC
Serial Number:	78534846	CAMP WILDERNESS

**TRADEMARK**

**REEL: 003366 FRAME: 0891**

CORRESPONDENCE DATA

Fax Number: (714)755-8290  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 714-540-1235  
Email: ipdocket@lw.com  
Correspondent Name: Latham & Watkins LLP  
Address Line 1: 650 Town Center Drive, Suite 2000  
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	031935-0220 (PARAMOUNT)
NAME OF SUBMITTER:	Anna T Kwan
Signature:	/Anna T Kwan/
Date:	08/10/2006

Total Attachments: 11  
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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** dated as of June 30, 2006 (as amended, supplemented or otherwise modified from time to time, this "Agreement," ) is made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the "Grantors," and each a "Grantor"), in favor of **KEYBANK NATIONAL ASSOCIATION**, as Collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

**WHEREAS**, the Borrower, Lenders, Lead Arrangers, the Collateral Agent and certain other parties as named therein have entered into a Credit Agreement, dated as of June[], 2006, (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

**WHEREAS**, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of June [], 2006, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

**WHEREAS**, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain property, including without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities (as defined in the Credit Agreement);

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors hereby agree as follows:

SECTION 1. DEFINED TERMS. Capitalized terms not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. As collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of such Grantor's obligation, each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of Grantors' right, title, and interest in, to and under the following, whether now owned or existing or at any time acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire (collectively, the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, trade dress, domain names, and other source or business identifiers, all registrations, recordings and renewals thereof, and all applications in connection therewith arising under the laws of the United States or Canada or any

other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, each registered trademark and trademark application identified in Schedule A hereto, (ii) the right to obtain all renewals thereof, (iii) all of the goodwill associated with any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements, dilutions or other violations thereof, (v) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements, dilutions, or other violations thereof), and (vi) all other rights of any kind whatsoever accruing thereunder or pertaining thereto, and

(b) any agreement, whether written or oral, providing for the grant by or to any Person of any right to use any Trademark and all income, royalties, and other payments due and/or payable with respect thereto.

SECTION 3. PRECEDENCE. This Agreement has been executed in conjunction with the provisions of the Guarantee and Collateral Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted herein are in addition to those set forth in the Guarantee and Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall control.

SECTION 4. RECORDATION. Each Grantor authorizes and requests that the United States Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 5. GENERAL.

(a) Governing Law. **THIS DOCUMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

(b) Counterparts. This Agreement may be executed in any number of counterparts (including by facsimile), 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 instrument.

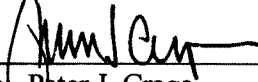
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IN WITNESS WHEREOF, each of the Grantors has caused this Agreement to be duly executed and delivered as of the date first above written.

IN WITNESS WHEREOF, the Grantors and the Lenders have caused this Agreement to be duly executed and delivered as of the date first above written.

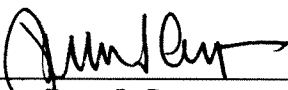
CEDAR FAIR, L.P.

By: Cedar Fair Management Inc., its General Partner

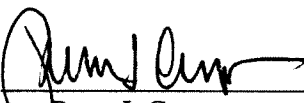
By:   
Name: Peter J. Crage  
Title: Corporate Vice President, Finance  
and Chief Financial Officer

KNOTT'S BERRY FARM

By: Cedar Fair, L.P., its Managing General Partner  
By: Cedar Fair Management Company, its Managing  
General Partner

By:   
Name: Peter J. Crage  
Title: Corporate Vice President, Finance  
and Chief Financial Officer

PARAMOUNT PARKS INC.

By:   
Name: Peter J. Crage  
Title: Corporate Vice President, Finance  
and Chief Financial Officer

## SCHEDULE A

## TRADEMARKS

**Cedar Fair, L.P.**

<u>Grantor</u>	<u>Trademarks</u>	<u>Filing Date</u>	<u>Status</u>	<u>Reg./App. No.</u>
Cedar Fair, L.P.	WILD THING	9/13/95	Registered	2,009,925
Cedar Fair, L.P.	VALLEYFAIR! FAMILY AMUSEMENT PARK & Design	3/16/89	Registered	1,580,648
Cedar Fair, L.P.	VALLEYFAIR! (Stylized)	3/16/89	Registered	1,578,193
Cedar Fair, L.P.	CEDAR POINT	5/18/84	Registered	1,348,634
Cedar Fair, L.P.	MAVERICK	1/24/06	Pending	78/798,189
Cedar Fair, L.P.	SKYHAWK	11/22/05	Pending	78/759,212
Cedar Fair, L.P.	GEAUGA LAKE & WILDWATER KINGDOM	1/28/05	Pending	76/629,186
Cedar Fair, L.P.	TALON THE GRIP OF FEAR (Stylized)	1/19/05	Pending	76/628,174
Cedar Fair, L.P.	TALON THE GRIP OF FEAR	1/19/05	Pending	76/628,173
Cedar Fair, L.P.	THE PATRIOT	11/29/04	Pending	76/622,482
Cedar Fair, L.P.	GEAUGA LAKE	4/23/04	Pending	76/588,881
Cedar Fair, L.P.	HYDRA THE REVENGE	2/17/04	Pending	76/576,423
Cedar Fair, L.P.	CASTAWAY BAY	8/27/03	Registered	3,071,464
Cedar Fair, L.P.	SHIVERING TIMBERS	7/24/03	Registered	3,043,244
Cedar Fair, L.P.	COASTER QUEST	5/21/03	Registered	2,890,929
Cedar Fair, L.P.	TOP THRILL DRAGSTER	3/10/03	Registered	3,006,874
Cedar Fair, L.P.	MICHIGAN'S	1/30/03	Registered	2,847,309



## ADVENTURE

Cedar Fair, L.P.	TALON	8/4/00	Registered	2,952,021
Cedar Fair, L.P.	MAMBA	3/6/00	Registered	2,726,263
Cedar Fair, L.P.	MILLENIUM FORCE & Design	1/26/00	Registered	2,556,973
Cedar Fair, L.P.	MILLENIUM FORCE	7/2/99	Registered	2,553,310
Cedar Fair, L.P.	HALLOWEEEKENDS	11/25/97	Registered	2,273,650
Cedar Fair, L.P.	GHOSTRIDER	11/25/97	Registered	2,409,050
Cedar Fair, L.P.	HALLOWEEEKENDS & Design	11/25/97	Registered	2,284,613
Cedar Fair, L.P.	STEEL FORCE & Design	8/5/96	Registered	2,106,014
Cedar Fair, L.P.	STEEL FORCE	7/15/96	Registered	2,105,995
Cedar Fair, L.P.	CP COASTER GEAR	6/7/96	Registered	2,096,082
Cedar Fair, L.P.	MANTIS	11/14/95	Registered	2,062,763
Cedar Fair, L.P.	RAPTOR RULES THE SKY & Design	10/19/93	Registered	2,260,160
Cedar Fair, L.P.	RAPTOR RULES THE SKY	10/19/93	Registered	2,244,086
Cedar Fair, L.P.	RAPTOR	8/19/93	Registered	1,993,759
Cedar Fair, L.P.	BOO! BLAST	4/19/93	Registered	1,876,102
Cedar Fair, L.P.	HERCULES	11/30/92	Registered	1,785,682
Cedar Fair, L.P.	THUNDERHAWK	11/30/92	Registered	1,816,978
Cedar Fair, L.P.	DORNEY PARK	11/30/92	Registered	1,834,067
Cedar Fair, L.P.	MONSOON (Stylized)	2/25/92	Registered	1,953,892
Cedar Fair, L.P.	TIMBER WOLF	5/8/89	Registered	1,575,673
Cedar Fair, L.P.	ORIENT EXPRESS	5/8/89	Registered	1,722,559
Cedar Fair, L.P.	SOAK CITY & Design	5/13/88	Registered	1,528,852

Cedar Fair, L.P.	AMERICA'S ROLLER COAST	5/13/88	Registered	1,526,172
Cedar Fair, L.P.	OCEANS OF FUN & Design	9/29/82	Registered	1,291,812
Cedar Fair, L.P.	THE AMAZEMENT PARK	4/24/79	Registered	1,151,952
Cedar Fair, L.P.	WORLDS OF FUN	9/11/72	Registered	0,974,218
Cedar Fair, L.P.	WORLDS OF FUN & Design	9/11/72	Registered	1,005,984
Cedar Fair, L.P.	WORLDS OF FUN	9/11/72	Registered	0,998,585
Cedar Fair, L.P.	FURY OF THE NILE	5/8/89	Registered	1,575,671
Cedar Fair, L.P.	OCEANS OF FUN	9/29/82	Registered	1,262,007
Cedar Fair, L.P.	COL. JOHN PHILLIPS OHOOMPAPA	12/2/87	Registered	1,557,278

**Knott's Berry Farm**

Knott's Berry Farm	XCELERATOR THE RIDE	10/15/03	Pending	76/552,087
Knott's Berry Farm	XCELERATOR THE RIDE (Stylized)	10/15/03	Pending	76/552,086
Knott's Berry Farm	SILVER BULLET	5/28/03	Pending	76/517,716
Knott's Berry Farm	XCELERATOR	11/20/01	Pending	76/340,134
Knott's Berry Farm	HUFF AND PUFF	6/5/01	Registered	2,627,877
Knott's Berry Farm	MONTEZOOMA'S REVENGE	3/23/01	Registered	2,685,491
Knott's Berry Farm	THE HANGING	9/18/00	Registered	2,524,657
Knott's Berry Farm	TICKETS TO DIE FOR	3/3/00	Registered	2,428,464
Knott's Berry Farm	PERILOUS PLUNGE	1/27/00	Registered	2,716,066
Knott's Berry Farm	SOAK CITY U.S.A.	1/27/00	Registered	2,574,304

Knott's Berry Farm	KNOTT'S	12/17/99	Registered	2,469,150
Knott's Berry Farm	SUPREME SCREAM (Stylized)	4/16/98	Registered	2,355,972
Knott's Berry Farm	SUPREME SCREAM	3/16/98	Registered	2,350,692
Knott's Berry Farm	WILD WATER WILDERNESS	9/19/88	Registered	1,539,685
Knott's Berry Farm	BIGFOOT RAPIDS	7/26/88	Registered	1,534,725
Knott's Berry Farm	HALLOWEEN HAUNT	6/17/88	Registered	1,535,823
Knott's Berry Farm	ADVENTURES IN EDUCATION & Design	5/13/88	Registered	1,563,817
Knott's Berry Farm	KNOTT'S CALIFORNIA MARKETPLACE & Design	4/22/88	Registered	1,543,045
Knott's Berry Farm	KNOTT'S SCARY FARM	10/26/87	Registered	1,516,735
Knott's Berry Farm	SLINGSHOT	6/12/87	Registered	1,475,396
Knott's Berry Farm	THE TUMBLER	6/12/87	Registered	1,491,578
Knott's Berry Farm	THE SLAMMER	6/12/87	Registered	1,475,395
Knott's Berry Farm	KINGDOM OF THE DINOSAURS	6/12/87	Registered	1,491,577
Knott's Berry Farm	FIESTA VILLAGE & Design	2/22/77	Registered	1,085,714
Knott's Berry Farm	ROARING 20'S AMUSEMENT AREA & Design	2/22/77	Registered	1,079,084
Knott's Berry Farm	VIRGINIA'S GIFT SHOP	2/22/77	Registered	1,079,101
Knott's Berry Farm	GOOD TIME THEATRE & Design	2/22/77	Registered	1,079,543
Knott's Berry Farm	KNOTT'S (Stylized)	1/26/72	Registered	0,948,389

**Paramount Parks Inc.**

Paramount Parks Inc.	FRIENDS & FAMILY SEASON PASS (Stylized)	6/29/05	Pending	78/661,112
Paramount Parks Inc.	CAMP WILDERNESS	12/17/04	Pending	78/534,869
Paramount Parks Inc.	CAMP WILDERNESS	12/17/04	Pending	78/534,865
Paramount Parks Inc.	CAMP WILDERNESS	12/17/04	Pending	78/534,856
Paramount Parks Inc.	CAMP WILDERNESS	12/17/04	Pending	78/534,851
Paramount Parks Inc.	CAMP WILDERNESS	12/17/04	Pending	78/534,846
Paramount Parks Inc.	ALIENT CRYPT IN 3D	8/27/04	Registered	3,034,950
Paramount Parks Inc.	NIGHTMARE MANOR	8/27/04	Registered	3,004,407
Paramount Parks Inc.	THE BEAST	6/23/04	Registered	3,031,675
Paramount Parks Inc.	WALLY'S WALKABOUT PUB & Design	6/2/04	Pending	78/428,953
Paramount Parks Inc.	WALLY'S WALKABOUT PUB & Design	6/2/04	Pending	78/428,942
Paramount Parks Inc.	FIESTA HISPANA	7/1/02	Registered (Supplemental)	2,754,643
Paramount Parks Inc.	TICKET TO FUN	5/8/02	Registered	2,896,305
Paramount Parks Inc.	CYBER SAYS	4/15/02	Registered	2,739,164
Paramount Parks Inc.	CYBER SEZ	12/12/01	Registered	2,725,999
Paramount Parks Inc.	WATER WORKS & Design	8/18/03	Registered	2,996,423
Paramount Parks Inc.	PSYCHO MOUSE & Design	4/24/02	Registered	2,702,279
Paramount Parks Inc.	KINGS DOMINION	4/24/02	Registered	2,859,380

Paramount Parks Inc.	KINGS DOMINION (Stylized)	4/24/02	Registered	2,859,379
Paramount Parks Inc.	KINGS ISLAND	4/16/02	Registered	2,859,376
Paramount Parks Inc.	KINGS ISLAND (Stylized)	4/16/02	Registered	2,861,959
Paramount Parks Inc.	ZOOM ZONE IN ANIMATION STATION & Design	1/10/02	Registered	2,656,369
Paramount Parks Inc.	DELIRIUM & Design	11/20/01	Registered	2,687,433
Paramount Parks Inc.	THERE'S NO BETTER TIME	11/9/01	Registered	2,730,354
Paramount Parks Inc.	WORLD'S FIRST FLYING COASTER	10/18/01	Registered	2,586,971
Paramount Parks Inc.	EXPRESS LANE & Design	4/18/01	Registered	2,719,866
Paramount Parks Inc.	LAUNCH PAD	3/27/01	Registered	2,732,896
Paramount Parks Inc.	KIDZVILLE	10/20/00	Registered	2,503,982
Paramount Parks Inc.	HYPERSONIC XLC XTREME LAUNCH COASTER & Design	9/28/00	Registered	2,562,522
Paramount Parks Inc.	HYPERSONIC XLC XTREME LAUNCH COASTER & Design	9/28/00	Registered	2,562,521
Paramount Parks Inc.	HYPERSONIC XLC XTREME LAUNCH COASTER & Design	9/28/00	Registered	2,562,520
Paramount Parks Inc.	PSYCHO MOUSE	9/28/00	Registered	2,586,446
Paramount Parks Inc.	HYPERSONIC XLC XTREME LAUNCH COASTER & Design	9/28/00	Registered	2,562,519
Paramount Parks Inc.	HYPERSONIC	8/2/00	Pending	76/103,448
Paramount Parks Inc.	HYPERSONIC	8/2/00	Pending	76/103,447
Paramount Parks Inc.	WORLD'S ONLY FLYING COASTER	4/13/00	Registered	2,438,581
Paramount Parks Inc.	TAXI JAM	8/19/98	Registered	2,274,452

Paramount Parks Inc.	HURLER	4/24/97	Registered	2,132,875
Paramount Parks Inc.	VORTEX & Design	6/27/95	Registered	1,995,152
Paramount Parks Inc.	ANIMATION STATION	3/27/95	Registered	2,118,231
Paramount Parks Inc.	VORTEX	9/22/94	Registered	1,977,709
Paramount Parks Inc.	NIGHTS OF FIRE	6/11/92	Registered	1,817,554
Paramount Parks Inc.	ANACONDA	7/18/90	Registered	1,669,918
Paramount Parks Inc.	KING KOBRA	3/16/89	Registered	1,562,693
Paramount Parks Inc.	RACING RIVERS	10/24/88	Registered	1,543,934
Paramount Parks Inc.	THE REBEL YELL	10/24/88	Registered	1,545,740
Paramount Parks Inc.	REDWOOD	8/8/88	Registered	1,531,351
Paramount Parks Inc.	CAROWINDS	11/10/86	Registered	1,473,892
Paramount Parks Inc.	THE GRIZZLY & Design	5/14/82	Registered	1,243,215