

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MSH South Inc.		02/20/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Manufacturers and Traders Trust Company
Street Address:	213 Market Street
City:	Harrisburg
State/Country:	PENNSYLVANIA
Postal Code:	17105
Entity Type:	Banking Corporation: NEW YORK

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Registration Number:	1227843	ZOOAMERICA
Registration Number:	1385521	EXECUTIVE PRIVILEGES
Registration Number:	1436780	ZOOAMERICA
Registration Number:	1436886	BREAKAWAY
Registration Number:	1877215	TIDAL FORCE
Registration Number:	1884046	SOOPERDOOPERLOOPER
Registration Number:	1934731	COME BACK GUARANTEE
Registration Number:	1957637	TIDAL FORCE
Registration Number:	2190010	GREAT BEAR
Registration Number:	2233029	GREAT BEAR
Registration Number:	2302893	LEBBIE LEBKICHER'S EATERY & PUB
Registration Number:	2302746	LEBBIE LEBKICHER'S
Registration Number:	2453117	
Registration Number:	2519531	

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Registration Number:	2453122	MERRY DERRY DIP
Registration Number:	2457219	GRINDER'S GOURMET COFFEE SHOP
Registration Number:	2511169	LIGHTNING RACER
Registration Number:	2511170	LIGHTNING RACER
Registration Number:	2506735	SWEETEST SUITES
Registration Number:	1899268	DUTCH WONDERLAND
Registration Number:	1907715	CASTLE GIFT SHOP
Registration Number:	1967484	WAX MUSEUM OF LANCASTER COUNTY HISTORY
Registration Number:	2616495	COCOA BEANERY
Registration Number:	2649296	CHRISTMAS CANDYLANE
Registration Number:	2715528	CREATURES OF THE NIGHT
Registration Number:	2567381	OLD MILL STREAM CAMPING MANOR
Registration Number:	2563697	DISCOVER LANCASTER COUNTY HISTORICAL MUSEUM
Registration Number:	2687402	ROLLER SOAKER
Registration Number:	2763470	COCOA SUITES
Registration Number:	2872229	A KINGDOM FOR KIDS!
Registration Number:	2872228	A KINGDOM FOR KIDS!
Registration Number:	2947909	DUTCH WINTER WONDERLAND
Registration Number:	2933840	STORM RUNNER
Registration Number:	3005094	STORM RUNNER
Registration Number:	2972282	RANGER SCRATCH
Registration Number:	3014047	VERTICAL HORSEPOWER
Registration Number:	3195655	CHOCOLATE SPA
Registration Number:	3195652	SWEETMAIL
Registration Number:	3035431	SWEET INDULGENCE
Registration Number:	3035395	COCOA KIDS CLUB

CORRESPONDENCE DATA

Fax Number: (703)836-2021
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (703) 836-6620
Email: fred.hathaway@bipc.com
Correspondent Name: Fred W. Hathaway
Address Line 1: P.O. Box 1404
Address Line 4: Alexandria, VIRGINIA 22313-1404

NAME OF SUBMITTER:	Fred W. Hathaway
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Signature:	/FWH/
Date:	02/29/2008
Total Attachments: 16 source=msh_sout#page1.tif source=msh_sout#page2.tif source=msh_sout#page3.tif source=msh_sout#page4.tif source=msh_sout#page5.tif source=msh_sout#page6.tif source=msh_sout#page7.tif source=msh_sout#page8.tif source=msh_sout#page9.tif source=msh_sout#page10.tif source=msh_sout#page11.tif source=msh_sout#page12.tif source=msh_sout#page13.tif source=msh_sout#page14.tif source=msh_sout#page15.tif source=msh_sout#page16.tif	

<u>Grantor</u>	<u>Type of Organization</u>	<u>State of Organization</u>	<u>Organizational Identification Number</u>	<u>Chief Executive Office</u>
Hershey Entertainment & Resorts Company	Corporation	Pennsylvania	634911	27 West Chocolate Avenue Hershey, Pennsylvania 17033
MSH South Inc.	Corporation	Delaware	2579078	103 Foulk Road Suite 202 Wilmington, DE 19803
Regional Arena Management LLC	Limited Liability Company	Pennsylvania	2964688	27 West Chocolate Avenue Hershey, Pennsylvania 17033
Wonderland Amusement Management LLC	limited liability company	Pennsylvania	3033119	2249 Lincoln Highway East, Lancaster, Pennsylvania 17602
Hershey Estates, Inc.	Corporation	Pennsylvania	230683	27 West Chocolate Avenue Hershey, Pennsylvania 17033

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (as amended, restated, modified or supplemented from time to time, the "Agreement"), dated as of February 20, 2008, is made and entered into by and among HERSHEY ENTERTAINMENT & RESORTS COMPANY, (the "Borrower"), a Pennsylvania corporation, the Subsidiary Guarantors (as such term is defined in the Credit Agreement hereinafter defined) and each of the other undersigned Persons listed on the signature pages hereto and each of the other Persons that become bound hereby from time to time by joinder, assumption or otherwise (the Borrower, the Subsidiary Guarantors and each other such Person parties hereto, each an "Grantor" and collectively the "Grantors") and MANUFACTURERS AND TRADERS TRUST COMPANY (the "Administrative Agent") acting as administrative agent for itself and the other Credit Parties (as such term is defined in the Credit Agreement, as hereinafter defined, collectively, the "Grantee").

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") dated as of the date hereof by and among the Borrower, the Administrative Agent and the other Credit Parties now or hereafter party thereto, the Administrative Agent and the other Credit Parties have agreed to provide certain Loans and other financial accommodations to the Borrower and the Borrower and Subsidiary Guarantors have agreed, among other things, to grant to the Grantee a security interest in certain patents, trademarks, copyrights and other property as collateral security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings given to them in the Credit Agreement.
2. To secure the payment and performance of all Obligations of the Grantors now or hereafter existing including, without limitation, principal, interest, fees, expenses, costs and expenses of enforcement, reasonable attorney's fees and expenses, and obligations under indemnification provisions in the Loan Documents (collectively, the "Secured Obligations"), each Grantor hereby grants, pledges, hypothecates, assigns and conveys to Grantee a security interest in favor of Grantee in the entire right, title and interest of such Grantor in and to all trade names, patent applications, patents, trademark applications, trademarks and copyrights whether now owned or hereafter acquired by such Grantor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate (collectively, the "Patents, Trademarks and Copyrights").

3. Each Grantor covenants and warrants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of Grantors' knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) except as set forth on Schedule B hereto and except for Permitted Encumbrances, Grantors are the sole and exclusive owners of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by Grantors not to sue third persons;

(d) Each Grantor has the corporate power and authority to enter into this Agreement and perform its terms;

(e) no claim has been made to Grantors or, to the knowledge of any Grantor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party where any such claim could reasonably be expected to result in a Material Adverse Effect;

(f) Grantors have used, and will continue to use for the duration of this Agreement, consistent standards of quality in their products sold and/or services provided, as appropriate, under the Patents, Trademarks and Copyrights; and

(g) Grantors have used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with their use of the Patents, Trademarks and Copyrights.

4. Each Grantor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Grantor's obligations under this Agreement, without Grantee's prior written consent which shall not be unreasonably withheld.

5. If, before the Obligations shall have been satisfied in full, any Grantor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and such Grantor shall give to Grantee prompt notice thereof in writing. Grantors and Grantee agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

6. If and during the period that the Secured Obligations are declared due and payable pursuant to Section 8.2 of the Credit Agreement, Grantors' license under the Patents, Trademarks

and Copyrights as set forth in Paragraph 6 shall terminate, Grantee shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by Law (as such term is defined in the Security Agreement) and the rights and remedies of a secured party under the Uniform Commercial Code (as such term is defined in the Security Agreement) as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, Grantee may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Grantors, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which any Grantor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Obligations as the Grantee, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Borrower, as agent for the Grantors. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to the Borrower, as agent for the Grantors at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which Grantors hereby agree shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Grantee may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of any Grantor, which right is hereby waived and released.

7. If any Event of Default shall have occurred and be continuing, each Grantor hereby authorizes and empowers Grantee to make, constitute and appoint any officer or agent of Grantee, as Grantee may select in its exclusive discretion, as such Grantor's true and lawful attorney-in-fact, with the power to endorse such Grantor's name on all applications, documents, papers and instruments necessary for Grantee to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for Grantee to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

8. At such time as Grantors shall have indefeasibly paid in full all of the Obligations and the Commitments shall have terminated, this Agreement shall terminate and Grantee shall execute and deliver to Grantors all deeds, assignments and other instruments as may be necessary or proper to re-vest in Grantors full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by Grantee pursuant hereto.

9. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and expenses incurred by Grantee in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the

protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by Grantors within fifteen (15) days of demand by Grantee, and if not paid within such time, shall be added to the principal amount of the Obligations and shall bear interest at the Default Rate prescribed in the Credit Agreement.

10. Grantors shall have the duty, through counsel reasonably acceptable to Grantee, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement or thereafter until the Obligations shall have been indefeasibly paid in full and the Commitments shall have terminated, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of Grantors to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by Grantors. Grantors shall not abandon any Patent, Trademark or Copyright unless in Grantors' reasonable business judgment such asset is without material value, without the consent of Grantee, which shall not be unreasonably withheld.

11. Grantors shall have the right, with the consent of Grantee, which shall not be unreasonably withheld, to bring suit, action or other proceeding in their own name, and to join Grantee, if necessary, as a party to such suit so long as Grantee is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Grantors shall promptly, upon demand, reimburse and indemnify Grantee for all damages, costs and expenses, including reasonable legal fees, incurred by Grantee as a result of such suit or joinder by Grantors.

12. No course of dealing between Grantors and Grantee, nor any failure to exercise nor any delay in exercising, on the part of Grantee, any right, power or privilege hereunder or under the Credit Agreement or other Loan Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Notwithstanding anything to the contrary contained herein or in any of the other Loan Documents, the provisions of this Agreement and the rights of Grantee hereunder are in addition to those set forth in the Security Agreement and all of Grantee's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and may be exercised singularly or concurrently.

14. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

15. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 5 and Paragraph 18.

16. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

17. This Agreement shall be governed by and construed in accordance with the internal Laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles.

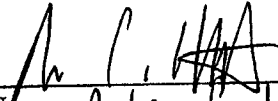
18. It is anticipated that additional Persons will from time to time become Subsidiaries of one or more Grantors, and, each of such Subsidiaries will be required to join the Agreement. It is acknowledged and agreed that new Subsidiaries of one or more Grantors will become Grantors hereunder and will be bound hereby simply by executing and delivering to the Administrative Agent a Guarantor Joinder and Assumption Agreement in the form of Exhibit G to the Credit Agreement. In addition an addendum to Schedule A hereto shall be provided to the Administrative Agent showing the Patents, Trademarks and Copyrights owned by such new Subsidiary. The addition of such new Subsidiary as an Grantor hereunder shall not require the consent of any other Grantor, nor shall the execution of any joinder or amendment by existing Grantors be required to effectuate the addition of new Grantors hereunder.

19. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute but one and the same agreement.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

**MANUFACTURERS AND TRADERS
TRUST COMPANY**, as Administrative
Agent

By: 
Name: Andrew C. Hetrick
Title: Vice President

[Signatures continue on following page]

[Signature Page 1 of 3 - Patent, Trademark and Copyright Security Agreement]

**TRADEMARK
REEL: 003729 FRAME: 0637**

ATTEST:

[Handwritten Signature]

**HERSHEY ENTERTAINMENT & RESORTS
COMPANY**, a Pennsylvania corporation

By [Handwritten Signature]
Name: DAVID P LAVERY
Title: VICE PRESIDENT

REGIONAL ARENA MANAGEMENT LLC, a
Pennsylvania limited liability company

Rebecca A. Price

By [Handwritten Signature]
Name: WILLIAM E DAVIES
Title: TREASURER

MSH SOUTH INC., a Delaware corporation

[Handwritten Signature]

By [Handwritten Signature]
Name: WILLIAM E DAVIES
Title: VICE PRESIDENT

[Signatures continue on following page]

[Signature Page 2 of 3 - Patent, Trademark and Copyright Security Agreement]

ATTEST:

W. G. D.

**WONDERLAND AMUSEMENT
MANAGEMENT LLC**, a Pennsylvania limited
liability company

By William E. Davies
Name: WILLIAM E. DAVIES
Title: TREASURER

HERSHEY ESTATES INC., a Pennsylvania
corporation

F. A. Miles, Jr.

By F. A. Miles, Jr.
Name: FRANKLIN A. MILES, JR.
Title: SECRETARY

**SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT COLLATERAL ASSIGNMENT**

LIST OF REGISTERED PATENTS, TRADEMARKS,
TRADE NAMES AND COPYRIGHTS

Patents

Grantor	Title	Serial No.	Filing Date	Status
MSH South Inc.	WHIPPED COCOA BATH	Reg. No. 6,753,303		Registered

Patent Licenses

None

Trademarks

Grantor	Mark	Reg. No.	Reg. Date	Serial No.	Filing Date	Status
Borrower	ZOOAMERICA (design) Sec. 8 Sec. 15 Sec. 8 & 9	1,227,843	2/15/83 10/3/88 10/3/88 2/6/03	N/A	N/A	Assigned to MSH South Inc.
Borrower	EXECUTIVE PRIVILEGES Sec. 8 Sec. 15 Sec. 8 & 9	1,385,521	3/4/86 9/9/91 1/28/92 11/24/06	N/A	N/A	Assigned to MSH South Inc.
Borrower	ZOOAMERICA (typed) Sec. 8 & 15 Sec. 8 & 9	1,436,780	4/4/87 10/6/92 7/19/06	N/A	N/A	Assigned to MSH South Inc.
Borrower	BREAKAWAY Sec. 8 & 15 Sec. 8 & 9	1,436,886	4/14/87 11/12/92 7/19/06	N/A	N/A	Assigned to MSH South Inc.
Borrower	TIDAL FORCE (typed) Sec. 8 & 15 Sec. 8 & 9	1,877,215	1/31/95 11/02/00 11/12/04	N/A	N/A	Assigned to MSH South Inc.

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Grantor	Mark	Reg. No.	Reg. Date	Serial No.	Filing Date	Status
Borrower	SOOPER DOOPER LOOPER Sec. 8 & 15 Sec. 8 & 9	1,884,046	3/4/95 11/02/00 01/11/05	N/A	N/A	Assigned to MSH South Inc.
Borrower	COMEBACK GUARANTEE Sec. 8 & 15 Sec. 8 & 9	1,934,731	11/14/95 9/19/01 01/11/05	N/A	N/A	Assigned to MSH South Inc.
Borrower	TIDAL FORCE (design) Sec. 8 & 15 Sec. 8 & 9	1,957,637	2/20/96 12/14/01 9/03/05	N/A	N/A	Assigned to MSH South Inc.
Borrower	GREAT BEAR (typed) Sec. 8 & 15 Sec. 8 & 9	2,190,010	9/15/98 4/05/04 1/07/08	N/A	N/A	Assigned to MSH South Inc.
Borrower	GREAT BEAR (design) Sec. 8 & 15	2,233,029	3/16/99 8/10/04	N/A	N/A	Assigned to MSH South Inc.
Borrower	LEBBIE LEBKICHER'S (design) Sec. 8 & 15	2,302,893	12/21/99 6/22/07	N/A	N/A	Assigned to MSH South Inc.
Borrower	LEBBIE LEBKICHER'S (typed) Sec. 8 & 15	2,302,746	12/21/99 3/6/05	N/A	N/A	Assigned to MSH South Inc.
Borrower	Pinwheel design (typed) (b&w) Sec. 8 & 15	2,453,117	5/22/01 9/21/06	N/A	N/A	Assigned to MSH South Inc.
Borrower	Pinwheel design (design) (color)	2,519,531	12/18/01	N/A	N/A	Assigned to MSH South Inc.
Borrower	MERRY DERRY DIP Sec. 8 & 15	2,453,122	5/22/01 9/29/06	N/A	N/A	Assigned to MSH South Inc.
Borrower Abandoned	GRINDER'S GOURMET GRINDER SHOP	2,457,219	6/5/01	N/A	N/A	Assigned to MSH South Inc.
Borrower	LIGHTNING RACER (design) Sec. 8 & 15	2,511,169	11/20/01 4/25/07	N/A	N/A	Assigned to MSH South Inc.

Grantor	Mark	Reg. No.	Reg. Date	Serial No.	Filing Date	Status
Borrower	LIGHTNING RACER Sec. 8 & 15	2,511,170	11/20/01 5/24/07	N/A	N/A	Assigned to MSH South Inc.
Borrower	SWEETEST SUITES Sec. 8 & 15	2,506,735	11/13/01 8/31/07	N/A	N/A	Assigned to MSH South Inc.
Wonderland Amusement Management LLC	DUTCH WONDERLAND Sec. 8 Sec. 15 Sec. 8 & 9	1,899,268	6/13/95 6/14/01 12/30/04	N/A	N/A	Assigned to MSH South Inc.
Wonderland Amusement Management LLC	CASTLE GIFT SHOP Sec. 8 Sec. 15	1,907,715	7/25/95 6/14/01	N/A	N/A	Assigned to MSH South Inc.
Wonderland Amusement Management LLC	WAX MUSEUM OF LANCASTER COUNTY HISTORY	1,967,484	4/9/96	N/A	N/A	Assigned to MSH South Inc.
Borrower	COCOA BEANERY Sec. 8 & 15	2,616,495	9/10/02 11/19/07	N/A	N/A	Assigned to MSH South Inc.
Borrower	CHRISTMAS CANDYLANE Sec. 8 & 15	2,649,296	11/12/02 1/07/08	N/A	N/A	Assigned to MSH South Inc.
Borrower	CREATURES OF THE NIGHT	2,715,528	5/13/03	N/A	N/A	Assigned to MSH South Inc.
Wonderland Amusement Management LLC	OLD MILL STREAM CAMPING MANOR	2,567,381	5/7/02	N/A	N/A	Assigned to MSH South Inc.
Wonderland Amusement Management LLC	DISCOVER LANCASTER COUNTY HISTORY MUSEUM	2,563,697	4/23/02	N/A	N/A	Assigned to MSH South Inc.
Borrower	Roller Soaker	2,687,402	2/22/03	N/A	N/A	Assigned to MSH South Inc.

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Grantor	Mark	Reg. No.	Reg. Date	Serial No.	Filing Date	Status
Borrower	COCOA SUITES	2,763,470	9/16/03	N/A	N/A	Assigned to MSH South Inc.
Wonderland Amusement Management LLC	A KINGDOM FOR KIDS! (typed)	2,872,229	8/10/04		N/A	Assigned to MSH South Inc.
Wonderland Amusement Management LLC	A KINGDOM FOR KIDS! (design)	2,872,228	8/10/04		N/A	Assigned to MSH South Inc.
Wonderland Amusement Management LLC	Dutch Winter Wonderland	2,947,909	5/10/05			Assigned to MSH South Inc.
Borrower	Storm Runner (typed)	2,933,840	3/15/05			Assigned to MSH South Inc.
Borrower	Storm Runner (design)	3,005,094	10/04/05			Assigned to MSH South Inc.
Borrower	Ranger Scratch	2,972,282	7/19/05			Assigned to MSH South Inc.
Borrower	Vertical Horsepower	3,014,047	11/08/05			Assigned to MSH South Inc.
Borrower	Haunted Harvest	N/A	N/A	Abandoned		
MSH South Inc.	Chocolate Spa	3,195,655	1/09/07			
MSH South Inc.	Sweetmail	3,195,652	1/09/07			
MSH South Inc.	Sweet Indulgence	3,035,431	12/27/05			

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Grantor	Mark	Reg. No.	Reg. Date	Serial No.	Filing Date	Status
MSH South Inc.	Cocoa Kid's Club	3,035,395	12/27/05			
Borrower	Turbulence			Abandoned		

Trademark Licenses

Licensor	Licensee	Date of License Agreement	Expiration Date	Trademarks Licensed
Hershey Foods Corporation	Borrower	March 1, 1985 and subsequent amendments	February 28, 2005	Various marks using the term "HERSHEY"
Borrower	MSH South Inc.	January 3, 1996 and subsequent amendments	January 2, 2016	Various marks using the term "HERSHEY"

Copyrights

Claimant	Title	Reg. No.	Serial	Status
Borrower	Herco Salary Management Program	PA0000315704		
Borrower	"Hersheypark Happy" Jingle	SR0000098280		Assigned to Borrower pursuant to Document # V2438P042
Borrower	We Believe in Hospitality	SR0000037155		
Wonderland Amusement Management LLC	DWINGO	N/A	N/A	Assigned to MSH South Inc.
Wonderland Amusement Management LLC	Beyond the Castle Walls	TXu1-309-092		Assigned to MSH South Inc.

Copyright Licenses

None.

Trade Secret Licenses

None.

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**SCHEDULE B
TO
PATENT, TRADEMARK AND COPYRIGHT COLLATERAL ASSIGNMENT**

**LIST OF LIENS, CHARGES AND ENCUMBRANCES
OTHER THAN PERMITTED LIENS**

Each Grantor has granted in favor The Bank of New York a security interest in all trademarks owned by such Grantor, which security interest will be terminated of record in connection with the satisfaction of certain indebtedness incurred by Borrower in favor of The Bank of New York.

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