

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
Kennywood Entertainment Partners, L.P.		06/06/2008	LIMITED PARTNERSHIP: DELAWARE
Kennywood Entertainment, Inc.		06/06/2008	CORPORATION: PENNSYLVANIA
Sandcastle of Pennsylvania, L.P.		06/06/2008	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	GE Business Financial Services Inc. (formerly known as Merrill Lynch Business Financial Services Inc.), as Administrative Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78955690	KENNYWOOD	
Registration Number:	3256259	SANDCASTLE	
CORRESPONDENCE DATA			
Fax Number:	(312)993-9767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-993-2698		
Email:	magdalini.rizakos@lw.com		
Correspondent Name:	Magdalini Rizakos c/o Latham & Watkins		
Address Line 1:	233 South Wacker Drive, Suite 5800		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Magdalini Rizakos		

OP \$65.00 78955690

Signature:

/mr/

Date:

06/09/2008

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of this 6th day of June, 2008 by Kennywood Entertainment Partners, L.P., a Delaware partnership ("Kennywood Entertainment Partners"), Kennywood Entertainment, Inc., a Pennsylvania corporation ("Kennywood Entertainment"), and Sandcastle of Pennsylvania, L.P., a Delaware limited partnership (together with Kennywood Entertainment Partners and Kennywood Entertainment, each a "Grantor" and collectively the "Grantors") in favor of GE Business Financial Services Inc. (formerly known as Merrill Lynch Business Financial Services Inc.) , in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

WITNESSETH

WHEREAS, Festival Fun Parks, LLC, a Delaware limited liability company ("Borrower") and Grantee are parties to a certain Amended and Restated Credit Agreement dated June 6, 2008 (as the same may be amended, restated, reaffirmed, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Borrower by Lenders;

WHEREAS, pursuant to the terms of that certain Omnibus Reaffirmation and Joinder Agreement dated as of even date herewith (as the same may be amended, restated, reaffirmed, supplemented or otherwise modified from time to time, the "Reaffirmation Agreement"), Grantors have joined as parties to that certain Security Agreement dated as of February 20, 2008 between Borrower, the other Credit Parties thereto and Grantee and has granted to the Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantors including all right, title and interest of Grantors in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by each Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Credit Agreement and by the Grantors under each of the other Financing Documents;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement. To the extent any terms in the Agreement contradict any terms in the Security Agreement, the terms in the Security Agreement control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), each Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in each Grantor's entire right, title and interest in and to the following (all of the following items or types of

property being herein collectively referred to as the “Trademark Collateral”), whether now owned or existing or hereafter created, acquired or arising:

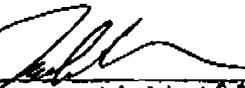
(i) each Trademark listed on Schedule 1 annexed hereto, together with any applications, registrations, renewals, reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by any Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

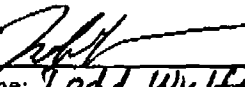
[signature page follows]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

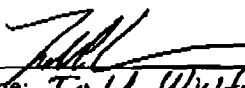
KENNYWOOD ENTERTAINMENT PARTNERS,
L.P.

By: 
Name: Todd Wulfson
Title: Secretary

KENNYWOOD ENTERTAINMENT, INC.

By: 
Name: Todd Wulfson
Title: Secretary

SANDCASTLE OF PENNSYLVANIA, L.P.

By: 
Name: Todd Wulfson
Title: Secretary

Agreed and Accepted
As of the Date First Written Above

GE BUSINESS FINANCIAL SERVICES INC.
(formerly known as Merrill Lynch Business
Financial Services Inc.),
as Administrative Agent

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 003792 FRAME: 0037

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

KENNYWOOD ENTERTAINMENT PARTNERS,
L.P.

By: _____

Name: _____

Title: _____

KENNYWOOD ENTERTAINMENT, INC.

By: _____

Name: _____

Title: _____

SANDCASTLE OF PENNSYLVANIA, L.P.

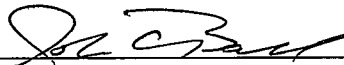
By: _____

Name: _____

Title: _____

Agreed and Accepted
As of the Date First Written Above

GE BUSINESS FINANCIAL SERVICES INC.
**(formerly known as Merrill Lynch Business
Financial Services Inc.),**
as Administrative Agent

By:  _____
Name: John C. Bambach
Title: Duly Authorized Signatory

SCHEDULE A

TRADEMARKS

TRADEMARK	APPLN/REG NUMBER	APPLN/REG DATE
KENNYWOOD	Appl. No.: 78/955,690	August 18, 2006
SANDCASTLE	Reg. No.: 3,256,259	June 26, 2007

Sch.A-1

CH1031194.5

RECORDED: 06/09/2008

**TRADEMARK
REEL: 003792 FRAME: 0039**