

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Delaware North Companies Parks & Resorts, Inc.		04/15/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Delaware North Companies, Incorporated		
<b>Street Address:</b>	40 Fountain Plaza		
<b>City:</b>	Buffalo		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14202		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2688981	GREENPATH	
Registration Number:	2788576	GREENPATH	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(716)819-4678		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7168564000		
Email:	gsnyder@hodgsonruss.com		
Correspondent Name:	George L. Snyder, Jr.		
Address Line 1:	140 Pearl Street, Suite 100		
Address Line 2:	The Guaranty Building		
Address Line 4:	Buffalo, NEW YORK 14202-4040		
ATTORNEY DOCKET NUMBER:	006831.00224		
NAME OF SUBMITTER:	George L. Snyder, Jr.		
Signature:	/george l snyder jr/		

CH \$65.00 2688981

Date:

04/21/2010

**Total Attachments: 3**

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## ASSIGNMENT AND ASSUMPTION OF TRADEMARKS

**THIS ASSIGNMENT AND ASSUMPTION OF TRADEMARKS** is made this 15<sup>th</sup> day of April, 2010, by and between DELAWARE NORTH COMPANIES PARKS & RESORTS, INC., a Delaware corporation ("DNCPR"), and DELAWARE NORTH COMPANIES, INCORPORATED, a Delaware corporation ("DNC").

**WHEREAS**, DNC desires to acquire the entire right, title and interest in and to the word mark GREENPATH, Registration Number 2,688,981 and design mark GREENPATH, Registration Number 2,788,576 (together the "Marks") and registration therefor; and

**WHEREAS**, in order to evidence the acquisition of DNCPR's right, title and interest in and to the Marks by DNC, DNCPR desires to execute this Assignment and Assumption of Trademarks in favor of DNC.

**NOW, THEREFORE**, for good and valuable consideration paid by DNC to DNCPR, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment and Assumption. DNCPR does hereby assign and transfer unto DNC, and DNC does hereby accept and assume, the entire right, title and interest throughout the world in and to the Marks together with all registrations therefor, and any and all renewals and extensions thereof, together with the good will appurtenant thereto and the entire right, title and interest in and to any claims in law or equity, including without limitation the right to sue for and collect damages, arising out of past, present or future infringement or other unauthorized use of the Marks.
2. Recording; No Conflicts. DNCPR hereby authorizes and requests the Assistant Commissioner for Trademarks to record DNC as the owner of the entire right, title and interest in and to the Marks, for the sole use and enjoyment of DNC, its successors, assigns or other legal representatives, and hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed and will not execute any agreement or other document in conflict herewith.
3. Further Assurances. DNCPR agrees that, upon request by DNC and without further consideration, DNCPR shall execute all papers, instruments, documents and agreements, make all rightful oaths, testify on behalf of DNC and do all other lawful acts necessary or appropriate to carry out the intent of this Assignment and Assumption of Trademarks, as well as provide such other materials, information or assistance as reasonably may be necessary to carry out the intent of this Assignment and Assumption of Trademarks (provided, in each case, that such action does not require DNCPR to incur any material out-of-pocket expenses). DNCPR hereby constitutes and appoints DNC and its successors and assigns, the true and lawful attorney of DNCPR with full power of substitution in the name and stead of DNCPR, but on behalf and for the benefit of DNC, its successors and assigns, to demand and receive the Marks and registration.

4. Modification; Waiver. This Assignment and Assumption of Trademarks may not be amended orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

5. Governing Law. This Assignment and Assumption of Trademarks shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of laws.

6. Severability. If any provision of this Assignment and Assumption of Trademarks shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable either generally or as applied to such circumstance, or shall be deemed excised from this Assignment and Assumption of Trademarks, as the case may require, and this Assignment and Assumption of Trademarks shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

7. Miscellaneous. This Assignment and Assumption of Trademarks shall be binding upon DNCPR and shall inure to the benefit of DNC, and its representatives, successors and assigns. This Assignment and Assumption of Trademarks may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Trademarks on the date first above written.

DELAWARE NORTH COMPANIES  
PARKS & RESORTS, INC.

By: [Signature]  
Name: Scott Socha  
Title: Vice President of Business Development  
Date: April 15, 2010

DELAWARE NORTH COMPANIES,  
INCORPORATED

By: [Signature]  
Name: Bryan Keller  
Title: Vice President, General Counsel  
Date: April 15, 2010

STATE OF NEW YORK )  
  )  
COUNTY OF ERIE        )

STATE OF NEW YORK )  
  )  
COUNTY OF ERIE        )

The foregoing Assignment and Assumption of Trademarks was acknowledged before me this 15<sup>th</sup> day of April, 2010, by Scott Socha, who, being duly sworn, did say that s/he is the Vice President of Business Development of Delaware North Companies Parks & Resorts, Inc., a Delaware corporation, and has executed this Assignment and Assumption of Trademarks on behalf of such corporation.

The foregoing Assignment and Assumption of Trademarks was acknowledged before me this 15<sup>th</sup> day of April, 2010, by Bryan Keller who, being duly sworn, did say that s/he is the Vice President, General Counsel of Delaware North Companies, Incorporated, a Delaware corporation, and has executed this Assignment and Assumption of Trademarks on behalf of such corporation.

[Signature]  
Notary Public  
My commission expires:

[Signature]  
Notary Public  
My commission expires:

CHRISTOPHER J. MILNE  
No. 02M16180145  
Notary Public, State of New York  
Qualified in Niagara County  
My Commission Expires Jan. 7, 2012

CHRISTOPHER J. MILNE  
No. 02M16180145  
Notary Public, State of New York  
Qualified in Niagara County  
My Commission Expires Jan. 7, 2012