

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FIESTA TEXAS, INC.		04/30/2010	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS LENDING PARTNERS LLC, as administrative agent
Street Address:	200 West Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10282
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1730178	FIESTA TEXAS
Registration Number:	1721108	FIESTA TEXAS
Registration Number:	1717122	FIESTA TEXAS
Registration Number:	1693240	FIESTA TEXAS
Registration Number:	1801550	FIESTA TEXAS
Registration Number:	1801578	FIESTA TEXAS
Registration Number:	1802551	FIESTA TEXAS
Registration Number:	1802817	FIESTA TEXAS
Registration Number:	1836140	FIESTA TEXAS
Registration Number:	2272466	LONESTAR SPECTACULAR
Registration Number:	1934341	THE RATTLER

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900162227

**TRADEMARK
 REEL: 004206 FRAME: 0424**

OP \$290.00 1730178

Phone: 714-540-1235
Email: ipdocket@lw.com
Correspondent Name: LATHAM & WATKINS LLP
Address Line 1: 650 Town Center Drive, 20th Floor
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	022411-1077
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/
Date:	05/14/2010

Total Attachments: 5

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GRANT OF SECOND LIEN
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of April 30, 2010 is made by FIESTA TEXAS, INC., a Texas corporation, located at 1540 Broadway, New York, NY 10036 (the “Grantor”), in favor of GOLDMAN SACHS LENDING PARTNERS LLC, as Administrative Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Second Lien Credit Agreement, dated as of April 30, 2010 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Six Flags Entertainment Corporation (formerly known as Six Flags, Inc.), a Delaware corporation (“Parent”), Six Flags Operations Inc, a Delaware corporation (the “Holdings”), Six Flags Theme Parks Inc., a Delaware corporation (the “Borrower”), each of the other grantors party thereto and the Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a Guarantee and Collateral Agreement, dated as of April 30, 2010, in favor of the Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and agrees to assign all of the Grantor’s right, title and interest in, to and under the following (collectively, the “Trademark Collateral”), to the Agent for the benefit of the Agent and the Secured Parties to secure payment, performance and observance of the Obligations:

(a) (i) all trademarks, trade names, brand names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, domain names, service marks, logos

and other source or business identifiers, and all goodwill associated therewith or symbolized thereby, now existing or hereafter adopted or acquired, all registrations thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any group of countries, other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing listed in Schedule A hereto, and (ii) the right to obtain all renewals thereof; and

(b) all rights to sue at law or in equity for any Infringement thereof, including the right to receive all proceeds and damages therefrom.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications (or any registrations issuing therefrom) under applicable federal law.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.


SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. 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 govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


FIESTA TEXAS, INC.

By: 
Name: Danielle J. Bernthal
Title: Assistant Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
) ss
COUNTY OF New York)

On the 30th day of April, 2010, before me personally came Danielle J. Bernthal, who is personally known to me to be the Assistant Vice President of FIESTA TEXAS, INC, a Texas corporation; who, being duly sworn, did depose and say that she/~~he~~ is the Assistant Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/~~he~~ executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/~~he~~ acknowledged said instrument to be the free act and deed of said corporation.


Notary Public GEORGE STEINER, JR.
Notary Public, State of New York
No. 01ST4999633
Qualified in Nassau County
Certificate filed in New York County
Commission Expires July 27, 2011

(PLACE STAMP AND SEAL ABOVE)

GOLDMAN SACHS LENDING PARTNERS LLC, as
Administrative Agent for the Secured Parties

By: 
Authorized Signatory

Schedule A

U.S. Trademark Registrations and Applications

TRADEMARK	SERIAL NO.	REG NO.	COUNTRY/ STATE	STATUS
FIESTA TEXAS	74/000,835	1,730,178	United States	Registered
FIESTA TEXAS	74/046,011	1,721,108	United States	Registered
FIESTA TEXAS	74/046,007	1,717,122	United States	Registered
FIESTA TEXAS	74/046,005	1,693,240	United States	Registered
FIESTA TEXAS	74/046,013	1,801,550	United States	Registered
FIESTA TEXAS	74/800,662	1,801,578	United States	Registered
FIESTA TEXAS	74/255,962	1,802,551	United States	Registered
FIESTA TEXAS	74/800,598	1,802,817	United States	Registered
FIESTA TEXAS	74/046,006	1,836,140	United States	Registered
LONESTAR SPECTACULAR	74/511,458	2,272,466	United States	Registered
THE RATTLER	74/544,190	1,934,341	United States	Registered