

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Manufacturers and Traders Trust Company		11/12/2010	Banking Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	MSH South Inc.		
Street Address:	103 Foulk Road, Suite 202		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19803		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1899268	DUTCH WONDERLAND	
Registration Number:	1907715	CASTLE GIFT SHOP	
Registration Number:	1967484	WAX MUSEUM OF LANCASTER COUNTY HISTORY	
Registration Number:	2567381	OLD MILL STREAM CAMPING MANOR	
Registration Number:	2563697	DISCOVER LANCASTER COUNTY HISTORICAL MUSEUM	
Registration Number:	2872229	A KINGDOM FOR KIDS!	
Registration Number:	2872228	A KINGDOM FOR KIDS!	
Registration Number:	2947909	DUTCH WINTER WONDERLAND	
CORRESPONDENCE DATA			
Fax Number:	(703)836-7419		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(703) 836-6620		
Email:	fred.hathaway@bipc.com		
Correspondent Name:	Fred W. Hathaway		

OP \$215.00 1899268

900177397

TRADEMARK
 REEL: 004414 FRAME: 0062

Address Line 1: P.O. Box 1404
Address Line 4: Alexandria, VIRGINIA 22313-1404

ATTORNEY DOCKET NUMBER: 0048638-000099

NAME OF SUBMITTER: Fred W. Hathaway

Signature: /FWH/

Date: 11/15/2010

Total Attachments: 10
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**FIRST AMENDMENT TO PATENT, TRADEMARK AND COPYRIGHT SECURITY
AGREEMENT**

This FIRST AMENDMENT TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (the "**Amendment**") is made and entered into as of the 12th day of November, 2010, by and among **HERSHEY ENTERTAINMENT & RESORTS COMPANY**, a Pennsylvania corporation (the "**Borrower**"), **REGIONAL ARENA MANAGEMENT LLC**, a Pennsylvania limited liability company ("**RAM**"), **MSH SOUTH INC.**, a Delaware corporation ("**MSH**"), **HERSHEY ESTATES INC.**, a Pennsylvania corporation ("**Hershey Estates**" together with RAM and MSH, each a "**Subsidiary Guarantor**" and collectively, the "**Subsidiary Guarantors**" and the Subsidiary Guarantors together with the Borrower, each a "**Grantor**" and collectively, the "**Grantors**"), **WONDERLAND AMUSEMENT MANAGEMENT LLC**, a Pennsylvania limited liability company ("**WAM**") and **MANUFACTURERS AND TRADERS TRUST COMPANY**, (the "**Administrative Agent**"), in its capacity as administrative agent under the Credit Agreement (defined below) acting on behalf of itself and the other Credit Parties (as such term is defined in the Credit Agreement).

WITNESSETH

WHEREAS, the Borrower, the Administrative Agent and the Lenders party thereto have entered into that certain Credit Agreement dated as of February 20, 2008, as amended by that certain First Amendment to Credit Agreement (the "**First Amendment**") dated March 13, 2009, as further amended by that certain Second Amendment to Credit Agreement (the "**Second Amendment**") dated June 21, 2010 and as further amended by that certain Third Amendment to Credit Agreement dated of even date herewith (as the same may be amended, modified, replaced, restated, supplemented, increased, extended or renewed, from time to time, being hereinafter referred to collectively as the "**Credit Agreement**") pursuant to which the Lenders agreed to make Loans to and the Issuing Bank (as such term is defined in the Credit Agreement) has agreed to issue Letters of Credit (as such term is defined in the Credit Agreement) for the account of, the Borrower (the "**Credit Facility**"); and

WHEREAS, the Borrower, the Subsidiary Guarantors and WAM executed and delivered, in connection with the Loan, among other things, that certain Patent, Trademark and Copyright Security Agreement dated as of February 20, 2008 (as the same may be amended, modified, replaced, restated, supplemented, increased, extended or renewed, from time to time, the "**Security Agreement**"); and

WHEREAS, the Borrower intends to sell all of its membership interest in WAM to Festival Funparks, LLC, a Delaware limited liability company (the "**Purchaser**") and MSH intends to sell all if its right, title and interest in and to the WAM Assigned Patents, Trademarks and Copyrights (as defined below) to the Purchaser, in each case, pursuant to that certain Membership Interest Purchase Agreement dated November 12, 2010 by and among the Borrower, MSH and the Purchaser (the "**Sale**"); and

WHEREAS, in connection with Sale, the Borrower, the Subsidiary Guarantors and WAM have requested that the Administrative Agent and the Lenders modify certain provisions of the Credit Agreement and, among other things, (i) release the security interest granted by WAM to the Administrative Agent for the benefit of the Credit Parties in and to all rights title and interest of WAM in and to all trade names, patent applications, patents, trademarks applications, trademarks and copyrights owned by WAM together with all rights and goodwill related thereto being a part of the Patents, Trademarks and Copyrights (as such term is defined in the Security Agreement), all as more particularly described in the Security Agreement (as referred to hereinafter, the "**WAM Patents, Trademarks and Copyrights**"); (ii) release all WAM Patents,

Trademarks and Copyrights assigned to MSH and pledged by MSH as part of the Patents, Trademarks and Copyrights to the Administrative Agent for the benefit of the Credit Parties, including those Patents, Trademarks and Copyrights more particularly described on Schedule A attached hereto (the "**WAM Assigned Patents, Trademarks and Copyrights**") and (iii) release WAM as a Grantor under the Security Agreement and from its obligations thereunder as a Grantor. The Administrative Agent and the Lenders are willing to agree to the foregoing provided, among other things, that the Borrower, the Subsidiary Guarantors and WAM execute this Amendment as set forth herein.

NOW, THEREFORE, the parties hereto, in consideration of the premises and the mutual covenants and agreements set forth herein, and intending to be legally bound hereby, agree as follows:

1. **Incorporation of Recitals; Defined Terms.** The recitals set forth in the introductory paragraphs to this Amendment are, by this reference, incorporated into and deemed a part of this Amendment. Capitalized terms used herein but not otherwise defined herein shall have the meanings given to them under the Security Agreement as amended by this Amendment.

2. **Amendment of the Security Agreement** Effective from and after the later of (i) the date that the Administrative Agent received written confirmation from the Borrower that the Sale has been completed and (ii) the date of this Amendment, provided that in no event shall this Amendment be effective if the Sale has not been completed on or before December 10, 2010 (the "**Effective Date**"):

(a) WAM is no longer a Grantor under the Security Agreement and, as such, is excluded from the definition of "Grantor" and "Grantors", as such terms are used in the Security Agreement and the other Loan Documents.

(b) WAM is released from any and all of its obligations as a Grantor under the Security Agreement accruing from and after the Effective Date.

(c) The WAM Patents, Trademarks and Copyrights are excluded from the definition of "Patents, Trademarks and Copyrights" in the Security Agreement. In accordance with the foregoing, the security interest granted by WAM to the Administrative Agent for the benefit of the Credit Parties in and to WAM's rights, title and interest in and to the WAM Patents, Trademarks and Copyrights is released.

(d) The WAM Assigned Patents, Trademarks and Copyrights are excluded from the definition of "Patents, Trademarks and Copyrights" in the Security Agreement. In accordance with the foregoing, the security interest granted by MSH to the Administrative Agent for the benefit of the Credit Parties in and to the WAM Assigned Patents, Trademarks and Copyrights is released.

3. **Termination Statements.** On or promptly following the Effective Date, the Administrative Agent, as secured party of record, shall cause to be filed or otherwise permit the Borrower to file, at the Borrower's expense, any termination, amendment or such other financing statements (including, without limitation, any such financing statement or amendment required to be filed with the United States Patent and Trademark Office) required to (i) terminate any UCC-1 financing statements filed in connection with the Credit Facility for which the Administrative Agent is named as the secured party of record and WAM is the named debtor of record and (ii) effect the release of the WAM Patents, Trademarks and Copyrights and the WAM Assigned Patents, Trademarks and Copyrights from the security interest created pursuant to the Security Agreement, all such termination, amendment or such other financing statements shall be prepared by or reviewed and approved by the Administrative Agent and its counsel prior to filing and shall be in form and substance acceptable to the Administrative Agent in the Administrative Agent's sole discretion.

4. **Representations and Warranties.**

(a) Each Grantor hereby represents and warrants that such Grantor (other than WAM) does not use or otherwise rely on any WAM Patents, Trademarks and Copyrights or any WAM Assigned Patents, Trademarks and Copyrights that are being released pursuant to the terms of this Amendment.

(b) Each of the Grantors hereby certifies that: (i) all of its representations and warranties in the Security Agreement, as amended by this Amendment, are: (A) true and correct as of the date of this Amendment, (B) ratified and confirmed without condition as if made anew, and (C) incorporated into this Amendment by reference, (ii) after giving effect to this Amendment, no Default, Event of Default or event which, with the passage of time or the giving of notice or both, would constitute an Event of Default, exists under the Security Agreement, (iii) no consent, approval, order or authorization of, or registration or filing with, any third party is required in connection with the execution, delivery and carrying out of this Amendment or, if required, has been obtained, and (iv) this Amendment has been duly authorized, executed and delivered so that it constitutes the legal, valid and binding obligation of the Grantors, enforceable in accordance with its terms.

(c) Each of the Grantors acknowledges and agrees that (i) the pledge of the security interest in and to the Patents, Trademarks and Copyrights by the Grantors (other than the WAM Patents, Trademarks and Copyrights and the WAM Assigned Patents, Trademarks and Copyrights released hereby) continues in full force and effect; (ii) the terms and conditions of the Security Agreement, as amended by this Amendment, are each hereby ratified and reaffirmed and (iii) the Security Agreement remain in full force and effect and constitutes the valid and legally binding obligation of each of the Grantors, enforceable in accordance with its terms. Each of the Grantors confirms that its obligations under the Security Agreement remain outstanding without defense, set off, counterclaim, discount or charge of any kind as of the date of this Amendment.

(d) Each of the Grantors represents and warrants with respect to itself that there are no actions, suits, proceedings or governmental investigations pending or, to the knowledge of such Grantor, threatened against any such Grantor, which could result in a material adverse change in such Grantor's business, assets, operations, condition (financial or otherwise) or results of operations and there is no basis known to any such Grantor for any action, suit, proceeding or investigation which could result in such a material adverse change.

5. **Miscellaneous.**

(a) Other Amendments. The parties hereto do not amend any provisions of the Security Agreement except for the amendments as expressly set forth herein. No novation is intended or shall occur by or as a result of this Amendment.

(b) Counterparts. This Amendment may be executed by different parties hereto in any number of separate counterparts, each of which, when so executed and delivered, either personally or by facsimile transmission with confirmation of delivery, shall be an original, and all of such counterparts shall together constitute one and the same instrument. Any party that delivers its original counterpart signature to this Amendment by facsimile transmission hereby covenants to personally deliver its original counterpart signature promptly thereafter to the Administrative Agent.

(c) Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY WAIVES THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AMENDMENT, THE SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS. EACH OF THE PARTIES HERETO ACKNOWLEDGE THAT THIS

WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THIS WAIVER IN ENTERING INTO THIS AMENDMENT, THE SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH OF THE PARTIES HERETO WARRANT AND REPRESENT THAT EACH HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

(d) Governing Law. This Amendment shall be deemed to be a contract under the laws of the Commonwealth of Pennsylvania and for all purposes shall be governed by and construed and enforced in accordance with the internal laws of the Commonwealth of Pennsylvania without regard to its conflict of laws principles.

[SIGNATURE PAGES FOLLOW]

[SIGNATURE PAGE 1 OF 3 OF FIRST AMENDMENT TO PATENT, TRADEMARK AND COPY
RIGHT SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the
date first above written.

GRANTORS:

HERSHEY ENTERTAINMENT & RESORTS
COMPANY, a Pennsylvania corporation

By [Signature]
Name: William F. Simpson, Jr.
Title: President + COO

REGIONAL ARENA MANAGEMENT LLC, a
Pennsylvania limited liability company:

By [Signature]
Name: Wendy McClintock
Title: Treasurer

MSH SOUTH INC, a Delaware corporation

By _____
Name: _____
Title: _____

[Signatures continue on following page]

[SIGNATURE PAGE 1 OF 3 OF FIRST AMENDMENT TO PATENT, TRADEMARK AND COPY
RIGHT SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the
date first above written.

GRANTORS:

HERSHEY ENTERTAINMENT & RESORTS
COMPANY, a Pennsylvania corporation

By _____
Name: _____
Title: _____

REGIONAL ARENA MANAGEMENT LLC, a
Pennsylvania limited liability company;

By _____
Name: _____
Title: _____


MSH SOUTH INC, a Delaware corporation

By Beth L. Peoples
Name: Beth L. Peoples
Title: Chief Operating Officer

[Signatures continue on following page]

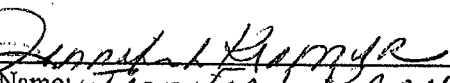
[SIGNATURE PAGE 2 OF 3 OF FIRST AMENDMENT PATENT, TRADEMARK AND COPYRIGHT
SECURITY AGREEMENT]

HERSHEY ESTATES INC., a Pennsylvania
corporation

By 
Name: Franklin A. Miles, Jr.
Title: Secretary

WAM:

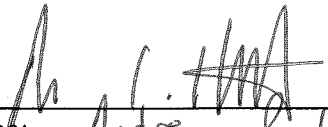
WONDERLAND AMUSEMENT
MANAGEMENT LLC, a Pennsylvania limited
liability company

By 
Name: Timothy L. Kravitz
Title: Secretary

[Signatures continue on following page]

[SIGNATURE PAGE 3 OF 3 OF FIRST AMENDMENT PATENT, TRADEMARK AND SECURITY
AGREEMENT]

MANUFACTURERS AND TRADERS TRUST COMPANY, as
Administrative Agent

By 
Name: Andrew P. Hettrick
Title: V.P.

SCHEDULE A

Trademarks

Owner	Mark	Reg. No.	Reg. Date	Serial No.	Filing Date	Status
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
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
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

Copyrights

Claimant	Title	Reg. No.	Serial	Status
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