

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		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>
MSH South, Inc.		11/12/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wonderland Amusement Management LLC		
<b>Street Address:</b>	2249 Route 30 East		
<b>City:</b>	Lancaster		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	17802		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1899268	DUTCH WONDERLAND	
<b>Registration Number:</b>	2872228	A KINGDOM FOR KIDS!	
<b>Registration Number:</b>	2872229	A KINGDOM FOR KIDS!	
<b>Registration Number:</b>	2947909	DUTCH WINTER WONDERLAND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(215)851-1420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	215-851-8100		
<b>Email:</b>	jppjohnson@reedsmith.com, karmellino@reedsmith.com		
<b>Correspondent Name:</b>	Jenny Papatolis Johnson		
<b>Address Line 1:</b>	1650 Market Street		
<b>Address Line 2:</b>	2500 One Liberty Place		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	362666.20003		
<b>NAME OF SUBMITTER:</b>	Jenny Papatolis Johnson		

OP \$115.00 1899268

**900181696**

**TRADEMARK**  
**REEL: 004456 FRAME: 0053**

Signature:	/Jenny Papatolis Johnson/
Date:	01/19/2011
<b>Total Attachments: 9</b> source=Wonderland Amusement Management - Assignment#page1.tif source=Wonderland Amusement Management - Assignment#page2.tif source=Wonderland Amusement Management - Assignment#page3.tif source=Wonderland Amusement Management - Assignment#page4.tif source=Wonderland Amusement Management - Assignment#page5.tif source=Wonderland Amusement Management - Assignment#page6.tif source=Wonderland Amusement Management - Assignment#page7.tif source=Wonderland Amusement Management - Assignment#page8.tif source=Wonderland Amusement Management - Assignment#page9.tif	

## MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS MEMBERSHIP INTEREST PURCHASE AGREEMENT (the "Agreement") is made as of November 12, 2010, by and among Hershey Entertainment & Resorts Company, a Pennsylvania corporation ("Hershey"), MSH South Inc., a Delaware corporation ("MSH") and Hershey, each a "Seller" and collectively, the "Sellers") and Festival Fun Parks, LLC, a Delaware limited liability company (the "Purchaser"). Hershey, MSH and the Purchaser, each a "Party" and collectively, the "Parties."

### RECITALS

WHEREAS, Wonderland Amusement Management LLC, a Pennsylvania limited liability company (the "Company") is the sole owner of Dutch Wonderland amusement park in Lancaster, Pennsylvania (the "Park");

WHEREAS, Hershey is the sole member of the Company and owns all of the membership interests of the Company (the "Membership Interests") and MSH owns all of the Company Intellectual Property (defined below); and

WHEREAS, the Sellers wish to sell all of the Membership Interests and all Company Intellectual Property to the Purchaser and the Purchaser desires to purchase all of the Membership Interests and intellectual property used in the operation of the Company on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties, intending to be legally bound hereby, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the representations, warranties, covenants and agreements contained herein, agree as follows:

### ARTICLE I

#### Definitions

SECTION 1.01 Definitions. For convenience, certain terms used in more than one part of this Agreement are listed in alphabetical order and defined or referred to below (such terms as well as any other terms defined elsewhere in this Agreement shall be equally applicable to both the singular and plural forms of the terms defined).

"Affiliates" means, with respect to a particular Party, Persons or entities controlling, controlled by or under common control with that Party, and majority-owned entities of that Party and of its other Affiliates. For the purposes of the foregoing, ownership, directly or indirectly, of a majority of the voting stock or other equity interest shall be deemed to constitute control.

"Affiliated Group" means the Seller and its majority owned subsidiaries.

"Affiliated Group Tax Return(s)" is defined in Section 4.11(b).

"Agreement" is defined in the introduction and means this Agreement and the Exhibits and Schedules attached hereto.

"Ancillary Agreements" means the Escrow Agreement, the Intellectual Property Assignment and Transfer Agreement, the Transition Services Agreement and any such other documents, certificates or agreements entered into by the Parties in connection with the Transaction.

"Balance Sheet" is defined in Section 4.05.

"Benefit Plan" means all employment, compensation, vacation, bonus, deferred compensation, incentive compensation, stock purchase, stock option, stock appreciation right or other stock-based incentive, severance, change-in-control, or termination pay, hospitalization or other medical, disability, life or other insurance, supplemental unemployment benefits, profit-sharing, pension or retirement plans, programs, arrangements, or employee benefit plans of the Company within the meaning of Section 3(3) of ERISA, sponsored, maintained or contributed to or required to be contributed to by the Company or any ERISA Affiliate and any related or separate Contracts, plans, trusts, programs, policies and arrangements that provide benefits of economic value to any present or, to the Company's knowledge, former employee of the Company or director, or present or former beneficiary, dependent or assignee of any such present or former employee or director.

"Business" means the entire business, operations and facilities of the Company, including but not limited to the Park and the goodwill appurtenant to such business.

"Business Day" means any day other than a Saturday or Sunday, or a day on which the banking institutions in the Commonwealth of Pennsylvania are authorized or obligated by law or executive order to close.

"Children's Amusement Park" means an amusement park designed primarily for and targeted to age twelve (12) and under children.

"Closing" is defined in Section 2.02.

"Closing Cash Amount" is defined in Section 2.04.

"Closing Date" is defined in Section 2.02.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company" is defined in the introduction.

"Company Contract(s)" is defined in Section 4.10(b).

"Company Lease(s)" is defined in Section 4.07.

Ⓚ "Company Intellectual Property" is defined in Section 4.09(a).

"Company Material Adverse Effect" is defined in Section 4.01.

"Company Plans" is defined in Section 4.16(a).

"Company Property" means the Real Property and the Leased Property.

"Competitive Activities" is defined in Section 6.04(a).

"Confidential Information" means any confidential or proprietary information or Company Intellectual Property of the Sellers that is used in the Business and by the Company, including personnel information, know-how, data, databases, advertising and marketing plans or systems, distribution and sales methods or systems, sales and profit figures, customer and client lists, customer, client and supplier information and any relationships with dealers, distributors, wholesalers, customers, clients, suppliers and any other Persons who have, or have had, business dealings with the Business.

(a) Schedule 4.09 sets forth a true and complete list of all Intellectual Property (as defined in Section 4.09(e)), presently used by the Company in the conduct of the Business, whether owned, used or licensed to the Company. The Intellectual Property required to be set forth on Schedule 4.09 is referred to in this Agreement as the "Company Intellectual Property". Company Intellectual Property is limited to and consists solely of the Intellectual Property listed on Schedule 4.09. Purchaser expressly acknowledges and agrees that Company Intellectual Property does not include any trademark, service mark, trade name, domain name or other Intellectual Property which: (1) consists of or incorporates the terms HERSHEY, CHOCOLATE, COCOA, COCO or SWEET, or (2) is owned by or licensed to Hershey Chocolate and Confectionary Company, a Colorado corporation, or The Hershey Company, a Delaware corporation. With respect to all Company Intellectual Property that is registered or subject to an application for registration, Schedule 4.09 sets forth a list of all jurisdictions in which such Company Intellectual Property is registered or registrations applied for and all registration and application numbers. Except as set forth in Schedule 4.09, (i) all the Company Intellectual Property has been duly registered in, filed in or issued by the appropriate Governmental Entity where such registration, filing or issuance is necessary for the conduct of the business of the Company as presently conducted, (ii) the Company is the sole and exclusive owner of or is licensed the rights to use all Company Intellectual Property, and the Company has the right to use, execute, reproduce, display, perform, modify, enhance, distribute, prepare derivative works of and sublicense, without payment to any other person, all the Company Intellectual Property and the consummation of the Transaction and the other transactions contemplated hereby does not and will not conflict with, alter or impair any such rights, and (iii) during the past three (3) years, MSH has not received any written or oral communication from any Person asserting any ownership interest in any Company Intellectual Property. The Company Intellectual Property is free from all charges and Encumbrances.

(b) MSH has not granted any license to any third party of any kind relating to any Company Intellectual Property or the marketing or distribution thereof or, if it has, all such licenses shall be terminated contemporaneous with Closing. MSH is not bound by or a party to any option, license or similar Contract relating to the Intellectual Property of any other Person for the use of such Intellectual Property in the conduct of the business of the Company, except as set forth in Schedule 4.09 or, if it has, all such licenses or similar Contracts shall be terminated contemporaneous with Closing, and except for so-called "shrink-wrap" license agreements relating to computer software licensed to the Company in the ordinary course of business. Purchaser and Sellers agree that, contemporaneous with Closing and the transfer of the Company Intellectual Property to the Company, all licenses regarding Intellectual Property between or among Company and Sellers shall be deemed to be terminated. To the best of Sellers' knowledge, the conduct of the business of the Company as presently conducted does not violate, conflict with or infringe on the Intellectual Property of any other Person. Except as set forth in Schedule 4.09, (i) no claims are pending or, to the knowledge of MSH, threatened in writing, against MSH by any Person with respect to the ownership, validity, enforceability, effectiveness or use in the business of the Company of any Intellectual Property and (ii) during the past three (3) years MSH has not received any written or oral communication alleging that the Company violated any rights relating to Intellectual Property of any Person.

(c) Details of all domain names registered by, for or used by the Company are set out in Schedule 4.09. All registrations in relation to such domain names have been maintained and all related fees and necessary administrative steps have been (respectively) paid and taken. None of the domain names registered or used by or for the Company is the subject of any litigation or other dispute, challenge or claim.

(d) No order has been made against the Company for the rectification, blocking, erasure or destruction of any data under any data protection legislation.

(e) In this Agreement:

"Intellectual Property" means any Patent (including all reissues, divisions, continuations and extensions thereof), patent application, patent right, Trademark, trademark registration, trademark application, servicemark, trade name, business name, brand name, Copyright, copyright registration, design, design registration, or any right to any of the foregoing.

**SECTION 4.10 Contracts.**

(a) Except as set forth in Schedule 4.10 or elsewhere in this Agreement, the Company is not a party to or bound by any:

(i) employment Contract, or amendment thereto;

(ii) covenant not to compete (other than pursuant to any radius restriction contained in any lease, reciprocal easement or development, construction, operating or similar agreement) or other covenant restricting the development, manufacture, marketing or distribution of the products, services and Business of Company;

(iii) Other than as set forth in Schedule 4.17, Contract (other than this Agreement) with (A) any Seller or any affiliate of any Seller (other than the Company) or (B) any current or former officer, director or employee of the Company, any Seller or any affiliate of any Seller (other than employment agreements covered by clause (i) above);

(iv) Other than as set forth on Schedule 4.08, lease, sublease or similar Contract (including a Company Lease) with any Person under which the Company is a lessor or sublessor of, or makes available for use to any Person (other than the Company), (A) any Company Property or (B) any portion of any premises otherwise occupied by the Company;

(v) Other than as set forth on Schedule 4.08, lease, sublease or similar Contract with any Person under which (A) the Company is lessee of, or holds or uses, any rides, attractions, games, concession and food service stands or venues, machinery, equipment, vehicle or other tangible personal property owned by any Person, including the Personal Property Leases or (B) the Company is a lessor or sublessor of, or makes available for use by any Person, any tangible personal property owned or leased by the Company, in any such case which has an aggregate future liability or receivable, as the case may be, in excess of \$25,000 and is not terminable by the Company by notice of not more than sixty (60) days for a cost of less than \$25,000;

(vi) sponsorship agreements with the Company providing for funding commitments in consideration for certain advertisement rights, services and other benefits;

(vii) (A) continuing Contract for the future purchase of materials, supplies or equipment, including any Personal Property Leases, (B) advertising agreement or arrangement, in any such case which has an aggregate future liability

Schedule 4.09- Intellectual Property

Current Federal Trademark Registrations

Name:	Date:	U.S. P.T.O #
DUTCH WONDERLAND	06/13/1995	1,899,268
Sec. 8 & 15	06/14/2001	
Sec. 8 & 9	12/30/2004	
A KINGDOM FOR KIDS!	08/10/2004	2,872,228
(design)		
Sec. 8 & 15	12/11/2009	

*Transfer to  
Wonderland  
Amusement  
Management,  
LLC, a  
Pennsylvania  
LLC.*



A KINGDOM FOR KIDS!	08/10/2004	2,872,229
Sec. 8 & 15	09/08/2009	
DUTCH WINTER WONDERLAND	05/10/2005	2,947,909

*Note: This registration is currently eligible for Renewal under Sec. 8 & 15*

No trademark applications are pending.

Unregistered Trademarks

Name:

CASTLE GIFT SHOP

*(Previously registered in the U.S. Patent & Trademark Office, Registration # 1,907,715;  
date of registration 07/25/1995; Sec8 & 15- 06/14/2001)*

WAX MUSEUM OF LANCASTER COUNTY HISTORY

*(Previously registered in the U.S Patent & Trademark Office, Registration # 1,967,484;  
date of registration 04/09/1996)*

DISCOVER LANCASTER COUNTY HISTORICAL MUSEUM

*(Previously registered in the U.S. Patent & Trademark Office, Registration # 2,563,697;  
date of registration 04/23/2002 )*

OLD MILL STREAM CAMPING MANOR  
*(Previously registered in the U.S. Patent & Trademark Office, Registration # 2,567,381;  
date of registration 05/07/2002)*

DUTCH WONDERLAND (design)



DUTCH WINTER WONDERLAND (and design)



HAPPY HAUNTINGS



HAVE A DUTCH WONDERFUL DAY

DUKE the dragon





**Registered Fictitious Names**

<b>Name:</b>	<b>Registration Number:</b>	<b>Date:</b>
Discovery Lancaster County History Museum	Pennsylvania- 2842187	10/22/1998
Old Mill Stream Camping Manor	Pennsylvania- 2945647	06/05/2000

**Copyrights**

<b>Registered:</b>	<b>U.S. Copyright Registration #:</b>
BEYOND THE CASTLE WALLS	TXu1-309-092

**Unregistered:**

DWINGO

**Domain Names**

[www.Dutchwonderland.com](http://www.Dutchwonderland.com)

[www.Dutchwonderlandjobs.com](http://www.Dutchwonderlandjobs.com)

[www.DiscoverLancaster.com](http://www.DiscoverLancaster.com)

[www.Kingdomforkids.com](http://www.Kingdomforkids.com)

[www.Oldmillstreamcampground.com](http://www.Oldmillstreamcampground.com)

[www.Oldmillstreamcamping.com](http://www.Oldmillstreamcamping.com)

## INTELLECTUAL PROPERTY ASSIGNMENT & TRANSFER AGREEMENT

**THIS INTELLECTUAL PROPERTY ASSIGNMENT & TRANSFER AGREEMENT** (this "Agreement") is made as of November 12<sup>th</sup> 2010 by MSH SOUTH INC., a Delaware corporation ("Assignor").

**WHEREAS**, this Agreement is being entered into as a condition to the closing of the transactions contemplated by that certain Membership Interest Purchase Agreement dated as of the date hereof by and among the Assignor, Hershey Entertainment & Resorts Company, a Pennsylvania corporation and Festival Fun Parks, LLC, a Delaware limited liability company (the "Purchase Agreement"); and

**WHEREAS**, Assignor will benefit from, and desires to facilitate, the transactions contemplated by the Purchase Agreement.


### NOW THEREFORE:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. In consideration of the payment by Purchaser of the Purchase Price (as such term is defined in the Purchase Agreement) as allocated to the Company Intellectual Property pursuant to Section 2.05 of the Purchase Agreement, Assignor hereby sells, transfers, assigns, conveys and delivers to Wonderland Amusement Management, LLC, a Pennsylvania limited liability company (the "Company") all right, title and interest worldwide of Assignor in and to the Company Intellectual Property (as such term is defined in the Purchase Agreement), together with all rights to sue and recover for any past, present or future infringements, dilution, damage or injury (and including the right to take over and continue any and all existing suits) to any of the foregoing and collect profits or damages with respect to same, the same to be held and enjoyed hereinafter by Company for its own use and for the use of its successor and assigns (Assignor's right title and interest in the foregoing shall be referred to as the "Assigned IP").
2. Representations and Warranties. Assignor hereby represents and warrants that:  
(a) except for the Assigned IP, Assignor has never owned any right, title or interest in or to any Company Intellectual Property, and has never granted any license under, or other right, title or interest in or to, the Assigned IP to any person or entity other than Company; or if it has, the same shall be terminated in compliance with Section 4.09(b) of the Purchase Agreement; and (b) except as may be set forth in the Purchase Agreement, the Assigned IP is free and clear of all security interests, pledges, demands, charges, escrows, ownership interests of other persons or entities, licenses, options, warrants, rights of first refusal, mortgages, indentures, security agreements or other encumbrances, liens, agreements, arrangements or commitments of any kind or character, whether contingent or non-contingent or written or oral, and whether or not relating in any way to credit or the borrowing of money.
3. Further Assurances. Assignor shall provide to Company, its successors, assigns or other representatives, reasonable and prompt cooperation and assistance as may be reasonably required in connection with: (a) effectuating the purposes of this Agreement (including without limitation, by executing and delivering affidavits, declarations, oaths, exhibits, assignments, powers of attorney and other documentation to perfect Company's right, title and interest in and to the Assigned IP); (b) preparing and prosecuting any applications relating to the Assigned IP; or (c) bringing or defending against any infringement suit or other proceeding that may arise in connection with any of the Assigned IP.

IN WITNESS WHEREOF, the party hereto has duly executed and delivered this Agreement as of the date first set forth above.

MSH SOUTH INC.

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