

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Release by Secured Party of Security Interest Previously Recorded at Reel/Frame (3811/0036)	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GE Business Financial Services Inc.		02/28/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Festival Fun Parks, LLC		
Street Address:	4590 Macarthur Blvd.		
Internal Address:	Suite 400		
City:	Newport Beach		
State/Country:	CALIFORNIA		
Postal Code:	92660		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3440786	KENNYWOOD	
Registration Number:	3256259	SANDCASTLE	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-7889		
Email:	jmull@stblaw.com		
Correspondent Name:	Katherine Gardner		
Address Line 1:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	073261/0003		
NAME OF SUBMITTER:	J. Jason Mull		

OP \$65.00 3440786

900185170

**TRADEMARK
 REEL: 004487 FRAME: 0802**

Signature:	/J. Jason Mull/
Date:	02/28/2011
Total Attachments: 4 source=GE Trademark Release FFPLLC 2#page1.tif source=GE Trademark Release FFPLLC 2#page2.tif source=GE Trademark Release FFPLLC 2#page3.tif source=GE Trademark Release FFPLLC 2#page4.tif	

**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of February 28, 2011 from GE BUSINESS FINANCIAL SERVICES INC., a Delaware corporation, located at 3135 Easton Turnpike, Fairfield, CT 06828, as Agent (the "Grantee") to FESTIVAL FUN PARKS, LLC, a Delaware limited liability company, located at 4590 Macarthur Blvd., Suite 400, Newport Beach, CA 92660 ("Borrower").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated June 6, 2008 (as amended, restated, reaffirmed, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Borrower and Grantee, Lenders (as defined therein) agreed to make certain extensions of credit to the Borrower;

WHEREAS, pursuant to the terms of that certain Omnibus Reaffirmation and Joinder Agreement dated as of June 6, 2008, 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 ("Sandcastle" and together with Kennywood Entertainment Partners and Kennywood Entertainment, each a "Grantor" and collectively the "Grantors") joined as parties to that certain Security Agreement dated as of February 20, 2008 between Borrower, the other Credit Parties (as defined therein) thereto and Grantee (the "Security Agreement"), and granted to Grantee, for the benefit of Lenders, a security interest (the "Security Interest") in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of June 6, 2008, among the Grantee, the Borrower and the Grantors (the "Trademark Security Agreement"), Grantors, by reference to the Security Agreement, reaffirmed their intent to grant a Security Interest to the Grantee specifically in the Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on July 7, 2008 at Reel 003811 and Frame 0036;

WHEREAS, pursuant to that certain Merger Agreement recorded on July 24, 2010 at Reel 4230 and Frame 0980, Sandcastle assigned the portion of the Trademark Collateral owned by Sandcastle to Kennywood Entertainment Partners;

WHEREAS, pursuant to that certain Merger Agreement recorded on July 24, 2010 at Reel 4231 and Frame 0008, Kennywood Entertainment Partners assigned the Trademark Collateral to Kennywood Entertainment;

WHEREAS, pursuant to that certain Merger Agreement recorded on July 24, 2010 at Reel 4231 and Frame 0013, Kennywood Entertainment assigned the Trademark Collateral to Borrower; and

WHEREAS, the Grantee now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Grantee hereby states as follows:

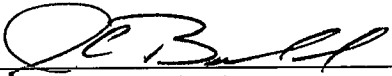
1. Definitions. The term “Trademark Collateral,” as used herein, shall mean all of the Borrower’s and any Grantor’s right, title and interest of every kind and nature as of the date hereof in the Trademarks, together with the goodwill of the business symbolized by the foregoing and all products and proceeds thereof, including those listed on Schedule A hereto. The term “Trademarks” shall have the meaning provided by reference in the Security Agreement.

2. Release of Security Interest. The Grantee hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Grantee in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Grantee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

GE BUSINESS FINANCIAL SERVICES
INC. (f/k/a MERRILL LYNCH BUSINESS
FINANCIAL SERVICES INC.)

By: 

Name: John C. Bambach

Title: Duly Authorized Signatory

[Signature Page to Termination and Release of Security Interest in Trademark Rights]

TRADEMARK
REEL: 004487 FRAME: 0806

Schedule A

Mark/ Image		Serial Number Reg. Number	Filing Date Reg. Date	Status
1.	Kennywood	78955690 3440786	8/18/2006 6/3/2008	REGISTERED
2.	Sandcastle	78955717 3256259	2006-08-18 2007-06-26	REGISTERED