

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|---|----------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Funtime, Inc. | | 12/20/2011 | CORPORATION: OHIO |
| RECEIVING PARTY DATA | | | |
| Name: | Wells Fargo Bank, National Association, as Administrative Agent for the Secured Parties | | |
| Street Address: | 1525 West W.T. Harris Blvd. | | |
| City: | Charlotte | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 28262 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1832475 | TEXAS TWISTER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (212)751-4864 | | |
| Phone: | 212-906-1200 | | |
| Email: | angela.amaru@lw.com | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Correspondent Name: | Angela M. Amaru c/o Latham & Watkins | | |
| Address Line 1: | 885 Third Avenue | | |
| Address Line 2: | Suite 1000 | | |
| Address Line 4: | New York, NEW YORK 10022 | | |
| ATTORNEY DOCKET NUMBER: | 049275-0003 | | |
| NAME OF SUBMITTER: | Angela M. Amaru | | |
| Signature: | /s/ Angela M. Amaru | | |

CH \$40.00 1832475

Date:

12/27/2011

Total Attachments: 7

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of December 20, 2011 is made by FUNTIME INC., a Ohio corporation, located at 924 Avenue J East, Grand Prairie, TX 75050 (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), from time to time parties to the Credit Agreement, dated as of December 20, 2011 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Six Flags Entertainment Corporation, 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 December 20, 2011, 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 granted to the Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property owned by the Grantor, including the Trademarks listed in Schedule A hereto; 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 grants a continuing security interest in 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, 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. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 6. 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.

FUNTIME, INC.

By: 

Name: John M. Duffey

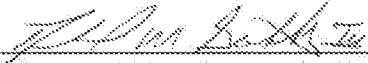
Title: Executive Vice President and Chief
Financial Officer

Date:

Grant of Security Interest in Trademark Rights – Funtime, Inc.

TRADEMARK
REEL: 004687 FRAME: 0243

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent for the
Secured Parties

By: 

Name: Reginald M. Goldsmith, III

Title: Managing Director

Date: December 20, 2011

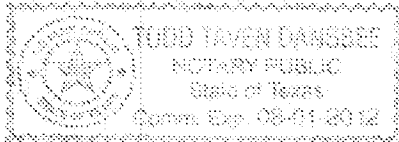
Grant of Security Interest in Trademark Rights - Funtime Inc.

TRADEMARK
REEL: 004687 FRAME: 0244

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF Texas)
) ss
COUNTY OF Dallas)

On the 15th day of December, 2011, before me personally came Reynold M. Bellon III, who is personally known to me to be the Managing Director of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association; who, being duly sworn, did depose and say that she/he is the Managing Director in such national banking association, the national banking association 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 national banking association; and that she/he acknowledged said instrument to be the free act and deed of said national banking association.



Todd Taven Damssee
Notary Public

(PLACE STAMP AND SEAL ABOVE)

Schedule A

U.S. Trademark Registration and Applications

| TRADEMARK | SERIAL NO. | REG NO. | COUNTRY/ STATE | STATUS |
|------------------|-------------------|----------------|---------------------------|---------------|
| TEXAS TWISTER | 74366644 | 1832475 | United States | Registered |