

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Noah's Ark Family Park, Inc.		03/30/2012	CORPORATION: WISCONSIN

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:	2613584	NOAH'S ARK
Registration Number:	2098327	ENDLESS RIVER

CORRESPONDENCE DATA

Fax Number: 2124552502
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (212) 455-3605
 Email: ksolomon@stblaw.com
 Correspondent Name: Genevieve Dorment, Esq.
 Address Line 1: Simpson Thacher & Bartlett LLP
 Address Line 2: 425 Lexington Avenue
 Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	073261/0003
NAME OF SUBMITTER:	Genevieve Dorment

CH \$65.00 2613584

Signature:	/gd/
Date:	05/14/2012
Total Attachments: 4 source=Noahs-Festival#page1.tif source=Noahs-Festival#page2.tif source=Noahs-Festival#page3.tif source=Noahs-Festival#page4.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is effective as of March 30, 2012 (the "Effective Date"), by and between Noah's Ark Family Park, Inc., a Wisconsin corporation (the "Assignor"), and Festival Fun Parks, LLC, a Delaware limited liability corporation ("Assignee").

WHEREAS, pursuant to the Stock Purchase Agreement dated as of February 29, 2012 among Assignee, Assignor, Noah's Ark Motel, Inc., Daniel A. Gantz and Timothy J. Gantz (collectively, the "Sellers"), Assignee purchased from Sellers all of the outstanding capital stock of Assignor; and

WHEREAS, Assignee desires to acquire from Assignor, and Assignor desires to transfer to Assignee, rights to certain trademarks held by Assignor;

NOW, THEREFORE, in consideration of the above premises and of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee all of its right, title and interest in and to the name and mark NOAH'S ARK and all abbreviations, modifications and derivations thereof, whether as or as part of a trademark, service mark, trade name, corporate name, domain name, logo or other source indicator, including without limitation all rights and trademark and service mark rights in the names, abbreviations, corporate names and domain names listed on Schedule A hereto, together with (i) all related common-law rights and the goodwill of the business associated therewith or symbolized thereby; (ii) the right to file for and obtain registrations for any of the foregoing; and (iii) the right to bring an action at law or in equity for any infringement, dilution or other unauthorized use of the foregoing prior to the Effective Date and to collect all damages and proceeds therefrom (the foregoing, collectively, "Assigned Marks"). Assignee shall hold all right, title and interest in and to the Assigned Marks as fully and exclusively as same would have been held and enjoyed by Assignor had the above assignment not been made.

2. At Assignee's request and expense, Assignor will take such further actions and execute promptly such further documents as are necessary or desirable to transfer, vest, record and perfect good, valid and marketable title to and rights in the Assigned Marks in Assignee. Assignor hereby authorizes Assignee to request the relevant registrars, registries and government entities and offices to record this Assignment and take all other necessary and desirable actions to further the intents and purposes of the Assignment.

3. Assignor represents and warrants to Assignee that Assignor is the sole owner of all right, title and interest in the Assigned Marks, and such Assignor has granted no other person or entity any license, claim, right, title or interest therein.

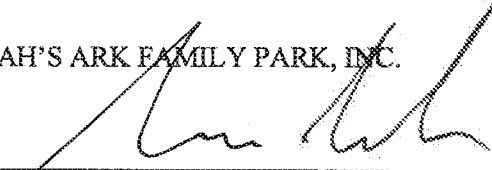
4. This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

5. This Assignment shall be governed by and construed in accordance with the laws of the State of New York. Any dispute relating to this Assignment shall be resolved solely in the state or federal courts located in Manhattan, New York.

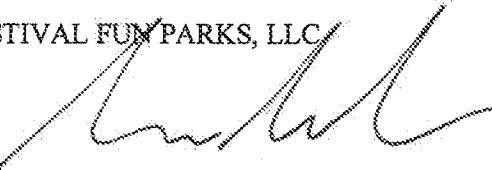
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NOAH'S ARK FAMILY PARK, INC.

by: 
Name: **Michael L. Baroni**
Title: **General Counsel & Secretary**

FESTIVAL FUN PARKS, LLC

by: 
Name: **Michael L. Baroni**
Title: **General Counsel & Secretary**

Signature Page to Trademark Assignment Agreement

TRADEMARK
REEL: 004779 FRAME: 0532

SCHEDULE A

NOAH'S ARK, U.S. Reg. No. 2,613,584
ENDLESS RIVER, U.S. Reg. No. 2,098,327