

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CLP Darien Lake, LLC	FORMERLY CNL Income Darien Lake, LLC	08/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
CLP Sugarloaf, LLC	FORMERLY CNL Income Sugarloaf, LLC	08/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
CLP Sunday River, LLC	FORMERLY CNL Income Sunday River, LLC	08/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
CLP Frontier City, LLC	FORMERLY CNL Income Frontier City, LLC	08/31/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	2222 South Riverside Plaza, 33rd Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Banking Corporation: OHIO

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2891370	DARIEN LAKE
Registration Number:	2830107	FRONTIER CITY
Registration Number:	3188971	
Registration Number:	3188970	SUNDAY RIVER
Registration Number:	2763724	SUNDAY RIVER
Registration Number:	0930239	SUGARLOAF, U.S.A.
Registration Number:	1967517	SUPERQUAD

CORRESPONDENCE DATA

Fax Number: 8662863852
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312.627.2290
Email: haeschleman@dykema.com, jpisigan@dykema.com
Correspondent Name: Heather Aeschleman
Address Line 1: 10 S. Wacker Drive, Suite 2300
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	103720-0039
NAME OF SUBMITTER:	Heather Aeschleman
Signature:	/heather aeschleman/
Date:	09/07/2012

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Security Agreement**") is made as of August 31, 2012, by **CLP DARIEN LAKE, LLC**, a Delaware limited liability company (formerly known as CNL Income Darien Lake, LLC, a Delaware limited liability company) ("**Darien Lake**"), **CLP SUGARLOAF, LLC**, a Delaware limited liability company (formerly known as CNL Income Sugarloaf, LLC, a Delaware limited liability company) ("**Sugarloaf**"), **CLP SUNDAY RIVER, LLC**, a Delaware limited liability company (formerly known as CNL Income Sunday River, LLC, a Delaware limited liability company) ("**Sunday River**"), **CLP WATERWORLD, LLC**, a Delaware limited liability company (formerly known as CNL Income Waterworld, LLC, a Delaware limited liability company) ("**Waterworld**"), **CLP FRONTIER CITY LLC**, a Delaware limited liability company (formerly known as CNL Income Frontier City, LLC, a Delaware limited liability company) ("**Frontier City**"), and **CLP SPLASHTOWN, LLC**, a Delaware limited liability company (formerly known as CNL Income Splashtown, LLC, a Delaware limited liability company) ("**Splashtown**"; Darien Lake, Sugarloaf, Sunday River, Waterworld, Frontier City and Splashtown are hereinafter referred to individually as an "**Assignor**" and collectively as the "**Assignors**") to and for the benefit of **FIFTH THIRD BANK**, an Ohio banking corporation, as agent ("**Agent**") for the Banks (as defined below).

WITNESSETH

WHEREAS, pursuant to the terms and conditions of an Amended and Restated Credit Agreement of even date herewith (as amended, modified, restated or replaced from time to time, the "**Credit Agreement**") between Agent, Borrowers (as defined in the Credit Agreement), and the financial institutions identified therein (the "**Banks**"), Banks have agreed to make available to Borrowers a loan and letter of credit facility under which the Banks will make certain loans and the Issuing Bank (as defined in the Credit Agreement) will issue certain letters of credit to and on behalf of Borrowers initially in an aggregate amount not exceeding \$125,000,000.00 (the "**Credit Facility**"). The obligations of Borrowers to repay the Credit Facility shall be evidenced by certain Amended and Restated Syndicated Promissory Notes of even date herewith made by Borrowers payable to the order of each Bank in the aggregate principal amount of the Credit Facility (as amended, restated or replaced from time to time, the "**Notes**"), and by the Credit Agreement.

WHEREAS, the Credit Facility is secured by certain mortgages and deeds of trust by Borrowers for the benefit of Agent dated as of even date herewith (together with all renewals, modifications, increases and extensions thereof, collectively, the "**Mortgage**"), which grant Agent a first security interest in the real property described on Exhibit A attached to each Mortgage. The Credit Agreement, Notes, Mortgage, any Rate Management Agreements (as defined in the Mortgage), any Letter of Credit Documents (as defined in the Mortgage), and each of the other documents evidencing or securing the Credit Facility are hereinafter referred to collectively as the "**Loan Documents**."

WHEREAS, Banks are not willing to make the Credit Facility available, or otherwise extend credit, to the Borrowers unless the Assignors grant Agent a security interest in

certain of Assignors' assets, including, without limitation, its trademarks, trademark applications, and other items described herein;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Assignor agrees as follows:

1. Capitalized Terms. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations (as defined in the Credit Agreement), to the extent a security interest may be granted therein, each Assignor hereby grants to Agent a continuing security interest in such Assignor's entire right, title and interest in and to those trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, which are listed on Schedule A attached hereto and made a part hereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); all rights corresponding to any of the foregoing and the goodwill of such Assignor's business connected with the use of and symbolized by the Trademarks. Notwithstanding the foregoing to the contrary, any security interest in and to the Trademarks granted to Agent hereunder is expressly subject to the rights of any third party under any license agreements heretofore entered into by any Assignor with respect to any Trademarks and any rights granted by an Assignor to any Tenant or Property Manager under a Lease or Property Management Agreement with respect to any Trademarks (collectively, the "Third-Party Trademark Rights").

3. Warranties and Representations. Each Assignor warrants and represents to Agent that:

(i) No Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) Such Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to its respective Trademarks (as identified on Schedule A), free and clear of any liens (other than the lien hereof), charges and encumbrances other than the Third-Party Trademark Rights;

(iii) Such Assignor has no notice of any suits or actions commenced or threatened with reference to its respective Trademarks; and

(iv) Such Assignor has the unqualified right to execute and deliver this Security Agreement and perform the terms hereunder.

4. Restrictions on Future Agreements. Except as otherwise set forth herein, each Assignor agrees that until the Obligations have been satisfied in full, no Assignor shall, without the prior written consent of Agent, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Agent under this Security Agreement.

5. New Trademarks. Assignors represent and warrant that, based on a diligent investigation by Assignors, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks now owned by any Collateral Borrower. If, before the Obligations have been satisfied in full, any Assignor shall (i) become aware of any existing Trademarks of which such Assignor has not previously informed Agent, (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, or (iii) take any action to register (or re-register) or revive, renew, resuscitate or otherwise claim rights in or protect any abandoned, lapsed or dead trademark, the provisions of this Security Agreement above shall automatically apply thereto and the applicable Assignor shall give to Agent prompt written notice thereof. Assignors hereby authorize Agent to modify this Security Agreement by amending Schedule A to include any such Trademarks. In addition, if any of the foregoing events under this Section 5 occurs with respect to any Collateral Borrower, Assignors shall give to Agent prompt written notice thereof.

6. Term. The term of this Security Agreement shall extend until the payment in full of the Obligations. Each Assignor agrees that upon the occurrence of an Event of Default, the use by Agent of all Trademarks shall be without any liability for royalties or other related charges from Agent to such Assignor.

7. Product Quality. Assignors agree to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default (provided such Event of Default has not been waived in writing by Agent) Assignors agree that Agent, or a conservator appointed by Agent, shall have the right to establish such additional product quality controls as Agent, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Assignors under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of the Obligations, Agent shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Credit Agreement.

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Assignors. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Agent in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Assignors and until paid shall constitute Obligations.

10. Duties of Assignors. Assignors shall have the duty (i) to file and prosecute diligently, as commercially reasonable, any trademark applications pending as of the date hereof or hereafter until the Obligations have been paid in full, (ii) to preserve and maintain all rights in the Trademarks, and (iii) to ensure that the Trademarks are and remain enforceable. Any expenses incurred in under this Section 10 shall be borne by Assignors.

11. Agent's Right to Sue. Upon the occurrence of an Event of Default (provided such Event of Default has not been waived in writing by Agent) Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Agent shall commence any such suit, Assignors shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and Assignors shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Assignors and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement shall not be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Assignor hereby authorizes Agent upon the occurrence of an Event of Default and acceleration of any of the remedies of Agent, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as such Assignor's true and lawful attorney-in-fact, with power to (i) endorse such Assignor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Agent deems to be in the best interest of Agent, provided the same has no adverse effect on the Trademarks. Each Assignor hereby authorizes Agent upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as such Assignor's true and lawful attorney-in-fact, with power to (i) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Each Assignor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done

by virtue hereof. This power of attorney shall be irrevocable until the Obligations have been paid in full. Each Assignor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Credit Agreement or the other Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the other Loan Documents, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon each Assignor and its respective successors and assigns, and shall inure to the benefit of Agent, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Each Assignor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Assignors contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Credit Agreement.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Assignors have duly executed this Trademark Security Agreement as of the date first written above.

CLP DARIEN LAKE, LLC,
a Delaware limited liability company
(f/k/a CNL Income Darien Lake, LLC)

By: _____
Name: Joshua J. Taube
Title: Vice President

CLP SUGARLOAF, LLC,
a Delaware limited liability company
(f/k/a CNL Income Sugarloaf, LLC)

By: _____
Name: Joshua J. Taube
Title: Vice President

CLP SUNDAY RIVER, LLC,
a Delaware limited liability company
(f/k/a CNL Income Sunday River, LLC)

By: _____
Name: Joshua J. Taube
Title: Vice President

CLP WATERWORLD, LLC,
a Delaware limited liability company
(f/k/a CNL Income Waterworld, LLC)

By: _____
Name: Joshua J. Taube
Title: Vice President

CLP FRONTIER CITY, LLC,
a Delaware limited liability company
(f/k/a CNL Income Frontier City, LLC)

By: _____
Name: Joshua J. Taube
Title: Vice President

CLP SPLASHTOWN, LLC,
a Delaware limited liability company
(f/k/a *CNL Income Splashtown, LLC*)

By: _____

Name: Joshua J. Taube

Title: Vice President

SCHEDULE A

Description	Name Type	Registration/ Serial Number	Registration Date	Owner
DARIEN LAKE	TM/USPTO	2891370	10/5/2004	CNL Income Darien Lake, LLC
FRONTIER CITY	TM/USPTO	2830107	4/6/2004	CNL Income Frontier City, LLC
SUNDAY RIVER (DESIGN ONLY)	SM/USPTO	3188971	12/26/2006	CNL Income Sunday River, LLC (DESIGN ONLY)
SUNDAY RIVER	SM/USPTO	3188970	12/26/2006	CNL Income Sunday River, LLC
SUNDAY RIVER	SM/USPTO	2763724	9/16/2003	CNL Income Sunday River, LLC
SNOW GUN TOWERS	Patent/USPTO	5,873,525	2/23/1999	CNL Income Sunday River, LLC
SUGARLOAF, U.S.A.	SM/USPTO	0 930239	2/29/1972	CNL Income Sugarloaf, LLC
SUPERQUAD	SM/USPTO	1967517	4/9/1996	CNL Income Sugarloaf, LLC

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