

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		03/06/2013	Association: UNITED STATES

RECEIVING PARTY DATA	
Name:	Cedar Fair, L.P.
Street Address:	One Cedar Point Drive
City:	Sandusky
State/Country:	OHIO
Postal Code:	44870-5259
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 85		
Property Type	Number	Word Mark
Registration Number:	1563817	ADVENTURES IN EDUCATION
Registration Number:	3034950	ALIEN CRYPT IN 3D
Registration Number:	1526172	AMERICA'S ROLLER COAST
Registration Number:	1669918	ANACONDA
Registration Number:	1534725	BIGFOOT RAPIDS
Registration Number:	1876102	BOO! BLAST
Registration Number:	1473892	CAROWINDS
Registration Number:	3071464	CASTAWAY BAY
Registration Number:	3921181	CEDAR FAIR ENTERTAINMENT COMPANY
Registration Number:	1348634	CEDAR POINT
Registration Number:	1834067	DORNEY PARK
Registration Number:	1575671	FURY OF THE NILE
Registration Number:	3385920	GEAUGA LAKE
Registration Number:	2409050	GHOSTRIDER

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Registration Number:	2273650	HALLOWEEEKENDS
Registration Number:	2284613	HALLOWEEEKENDS
Registration Number:	1535823	HALLOWEEN HAUNT
Registration Number:	1785682	HERCULES
Registration Number:	3216125	HYDRA THE REVENGE
Registration Number:	2503982	KIDZVILLE
Registration Number:	2859380	KINGS DOMINION
Registration Number:	2859376	KINGS ISLAND
Registration Number:	2469150	KNOTT'S
Registration Number:	948389	KNOTT'S
Registration Number:	3656706	KNOTT'S BERRY FARM
Registration Number:	3656707	KNOTT'S BERRY FARM
Registration Number:	1516735	KNOTT'S SCARY FARM
Registration Number:	2726263	MAMBA
Registration Number:	2062763	MANTIS
Registration Number:	3888121	MAVERICK
Registration Number:	3957994	MAVERICK
Registration Number:	2847309	MICHIGAN'S ADVENTURE
Registration Number:	2553310	MILLENNIUM FORCE
Registration Number:	2556973	MILLENNIUM FORCE
Registration Number:	1953892	MONSOON
Registration Number:	2685491	MONTEZOOMA'S REVENGE
Registration Number:	3004407	NIGHTMARE MANOR
Registration Number:	1817554	NIGHTS OF FIRE
Registration Number:	1262007	OCEANS OF FUN
Registration Number:	1291812	OCEANS OF FUN
Registration Number:	1722559	ORIENT EXPRESS
Registration Number:	3695532	PATRIOT
Registration Number:	3627359	PATRIOT
Registration Number:	2716066	PERILOUS PLUNGE
Registration Number:	3890580	PROWLER
Registration Number:	1993759	RAPTOR
Registration Number:	2244086	RAPTOR RULES THE SKY
Registration Number:	2260160	RAPTOR RULES THE SKY
Registration Number:	1545740	REBEL YELL

	3841838	RENEGADE
Registration Number:	3043244	SHIVERING TIMBERS
Registration Number:	3986767	SHOOT THE RAPIDS
Registration Number:	3189725	SILVER BULLET
Registration Number:	3320698	SKYHAWK
Registration Number:	3550168	SOAK CITY
Registration Number:	2105995	STEEL FORCE
Registration Number:	2106014	STEEL FORCE
Registration Number:	2350692	SUPREME SCREAM
Registration Number:	2355972	SUPREME SCREAM
Registration Number:	2952021	TALON
Registration Number:	3503365	TALON THE GRIP OF FEAR
Registration Number:	3503366	TALON THE GRIP OF FEAR
Registration Number:	2274452	TAXI JAM
Registration Number:	1151952	THE AMAZEMENT PARK
Registration Number:	3031675	THE BEAST
Registration Number:	1243215	THE GRIZZLY
Registration Number:	2524657	THE HANGING
Registration Number:	3549777	THE ROLLER COASTER CAPITAL OF THE WORLD!
Registration Number:	1816978	THUNDERHAWK
Registration Number:	2896305	TICKET TO FUN
Registration Number:	2428464	TICKETS TO DIE FOR
Registration Number:	1575673	TIMBER WOLF
Registration Number:	3006874	TOP THRILL DRAGSTER
Registration Number:	1578193	VALLEYFAIR
Registration Number:	1079101	VIRGINIA'S GIFT SHOP
Registration Number:	1977709	VORTEX
Registration Number:	2996423	WATER WORKS
Registration Number:	2009925	WILD THING
Registration Number:	1539685	WILD WATER WILDERNESS
Registration Number:	3791910	WILDWATER KINGDOM
Registration Number:	998585	WORLDS OF FUN
Registration Number:	974218	WORLDS OF FUN
Registration Number:	1005984	WORLDS OF FUN
Registration Number:	3318952	XCELERATOR THE RIDE

3307742

XCELERATOR THE RIDE

CORRESPONDENCE DATA

Fax Number:

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

Email: daniel.cote@thomsonreuters.com

Correspondent Name: Nicole Piazza

Address Line 1: 80 Pine Street

Address Line 2: Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:

Nicole Piazza

Signature:

/daniel cote thomsonreuters/

Date:

03/07/2013

Total Attachments: 8

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

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement") is dated as of March 6, 2013, from JPMORGAN CHASE BANK, N.A., as the collateral agent (the "Collateral Agent") made in favor of CEDAR FAIR, L.P., a Delaware limited liability partnership (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 29, 2010, (the "Credit Agreement") among Cedar Fair, L.P., Magnum Management Corporation (collectively, the "Borrowers") and Canada's Wonderland Company (the "Canadian Borrower"), the lenders party thereto, and the Collateral Agent, the lenders agreed to extend credit on a revolving basis and make term loans to the Borrowers and the Canadian Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, Cedar Fair, L.P. and certain of its subsidiaries executed and delivered a Guarantee and Collateral Agreement, dated as of July 29, 2010, in favor of the Collateral Agent (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, in connection with the Guarantee and Collateral Agreement, the Grantor and the Collateral Agent entered into that certain Trademark Security Agreement, dated as of July 29, 2010 (as amended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") pursuant to which the Grantor thereby assigned and transferred to the Collateral Agent, and thereby granted to the Collateral Agent, for the ratable benefit of the secured parties, a security interest in all of the Trademarks (including, without limitation, those items listed on Schedule A hereto), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's obligations (the "Security Interest");

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on August 2, 2010 at Reel 004254 Frame 0202.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Agreement, the Collateral Agent hereby states as follows:

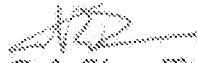
1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Credit Agreement, the Guarantee and Collateral Agreement and the Trademark Security Agreement.
2. Release of Security Interest. The Collateral Agent hereby terminates, releases and discharges its Security Interest in the Trademarks.
3. Authorization to File. The Collateral Agent hereby authorizes the Grantor or its authorized representative to (i) file this Agreement with the United States Patent and Trademark Office and (ii) file UCC Financing Statement Amendments with the applicable filing office in order to memorialize the release of the Security Interest.

4. Further Assurances. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably requested by the Grantor, at Grantor's sole cost and expense, necessary to effect the release of the Security Interest contemplated hereby.

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

JPMORGAN CHASE BANK, N.A., as Collateral Agent

By: 
Name: Goh Siew Tan
Title: Vice President

SCHEDULE A
to Termination and Release of
Security Interest in Trademark Rights

Release of JPMorgan Chase Bank, N.A. Security Interest recorded August 2, 2010 at Reel 4254; Frame 0202.

Grantor	Title	Reg. No./ App. No.
Cedar Fair, L.P.	ADVENTURES IN EDUCATION AND DESIGN	1,563,817
Cedar Fair, L.P.	ALIEN CRYPT IN 3D	3,034,950
Cedar Fair, L.P.	AMERICA'S ROLLER COAST	1,526,172
Cedar Fair, L.P.	ANACONDA	1,669,918
Cedar Fair, L.P.	BIGFOOT RAPIDS	1,534,725
Cedar Fair, L.P.	BOO! BLAST	1,876,102
Cedar Fair, L.P.	CAROWINDS	1,473,892
Cedar Fair, L.P.	CASTAWAY BAY	3,071,464
Cedar Fair, L.P.	CEDAR FAIR ENTERTAINMENT COMPANY	3,921,181
Cedar Fair, L.P.	CEDAR POINT	1,348,634
Cedar Fair, L.P.	DORNEY PARK	1,834,067
Cedar Fair, L.P.	FURY OF THE NILE	1,575,671
Cedar Fair, L.P.	GEAUGA LAKE	3,385,920
Cedar Fair, L.P.	GHOSTRIDER	2,409,050
Cedar Fair, L.P.	HALLOWEEEKENDS	2,273,650
Cedar Fair, L.P.	HALLOWEEEKENDS AND DESIGN	2,284,613
Cedar Fair, L.P.	HALLOWEEN HAUNT	1,535,823
Cedar Fair, L.P.	HERCULES	1,785,682
Cedar Fair, L.P.	HYDRA THE REVENGE	3,216,125
Cedar Fair, L.P.	KIDZVILLE	2,503,982
Cedar Fair, L.P.	KINGS DOMINION	2,859,380
Cedar Fair, L.P.	KINGS ISLAND	2,859,376
Cedar Fair, L.P.	KNOTT'S	2,469,150

Grantor	Title	Reg. No./ App. No.
Cedar Fair, L.P.	KNOTT'S (stylized)	948,389
Cedar Fair, L.P.	KNOTT'S BERRY FARM	3,656,706
Cedar Fair, L.P.	KNOTT'S BERRY FARM (stylized)	3,656,707
Cedar Fair, L.P.	KNOTT'S SCARY FARM	1,516,735
Cedar Fair, L.P.	MAMBA	2,726,263
Cedar Fair, L.P.	MANTIS	2,062,763
Cedar Fair, L.P.	MAVERICK	3,888,121
Cedar Fair, L.P.	MAVERICK AND DESIGN	3,957,994
Cedar Fair, L.P.	MICHIGAN'S ADVENTURE	2,847,309
Cedar Fair, L.P.	MILLENNIUM FORCE	2,553,310
Cedar Fair, L.P.	MILLENNIUM FORCE AND DESIGN	2,556,973
Cedar Fair, L.P.	MONSOON	1,953,892
Cedar Fair, L.P.	MONTEZOOMA'S REVENGE	2,685,491
Cedar Fair, L.P.	NIGHTMARE MANOR	3,004,407
Cedar Fair, L.P.	NIGHTS OF FIRE	1,817,554
Cedar Fair, L.P.	OCEANS OF FUN	1,262,007
Cedar Fair, L.P.	OCEANS OF FUN AND DESIGN	1,291,812
Cedar Fair, L.P.	ORIENT EXPRESS	1,722,559
Cedar Fair, L.P.	PATRIOT	3,695,532
Cedar Fair, L.P.	PATRIOT	3,627,359
Cedar Fair, L.P.	PERILOUS PLUNGE	2,716,066
Cedar Fair, L.P.	PROWLER	3,890,580
Cedar Fair, L.P.	RAPTOR	1,993,759
Cedar Fair, L.P.	RAPTOR RULES THE SKY	2,244,086
Cedar Fair, L.P.	RAPTOR RULES THE SKY AND DESIGN	2,260,160
Cedar Fair, L.P.	REBEL YELL	1,545,740
Cedar Fair, L.P.	RENEGADE	3,841,838
Cedar Fair, L.P.	SHIVERING TIMBERS	3,043,244

Grantor	Title	Reg. No./ App. No.
Cedar Fair, L.P.	SHOOT THE RAPIDS	3,986,767
Cedar Fair, L.P.	SILVER BULLET	3,189,725
Cedar Fair, L.P.	SKYHAWK	3,320,698
Cedar Fair, L.P.	SOAK CITY	3,550,168
Cedar Fair, L.P.	STEEL FORCE	2,105,995
Cedar Fair, L.P.	STEEL FORCE AND DESIGN	2,106,014
Cedar Fair, L.P.	SUPREME SCREAM	2,350,692
Cedar Fair, L.P.	SUPREME SCREAM (stylized)	2,355,972
Cedar Fair, L.P.	TALON	2,952,021
Cedar Fair, L.P.	TALON THE GRIP OF FEAR	3,503,365
Cedar Fair, L.P.	TALON THE GRIP OF FEAR (stylized)	3,503,366
Cedar Fair, L.P.	TAXI JAM	2,274,452
Cedar Fair, L.P.	THE AMAZEMENT PARK	1,151,952
Cedar Fair, L.P.	THE BEAST	3,031,675
Cedar Fair, L.P.	THE GRIZZLY AND DESIGN	1,243,215
Cedar Fair, L.P.	THE HANGING	2,524,657
Cedar Fair, L.P.	THE ROLLER COASTER CAPITAL OF THE WORLD!	3,549,777
Cedar Fair, L.P.	THUNDERHAWK	1,816,978
Cedar Fair, L.P.	TICKET TO FUN	2,896,305
Cedar Fair, L.P.	TICKETS TO DIE FOR	2,428,464
Cedar Fair, L.P.	TIMBER WOLF	1,575,673
Cedar Fair, L.P.	TOP THRILL DRAGSTER	3,006,874
Cedar Fair, L.P.	VALLEY FAIR (stylized)	1,578,193
Cedar Fair, L.P.	VIRGINIA'S GIFT SHOP	1,079,101
Cedar Fair, L.P.	VORTEX	1,977,709
Cedar Fair, L.P.	WATER WORKS AND DESIGN	2,996,423
Cedar Fair, L.P.	WILD THING	2,009,925
Cedar Fair, L.P.	WILD WATER WILDERNESS	1,539,685

Grantor	Title	Reg. No./ App. No.
Cedar Fair, L.P.	WILDWATER KINGDOM	3,791,910
Cedar Fair, L.P.	WORLDS OF FUN	998,585
Cedar Fair, L.P.	WORLDS OF FUN	974,218
Cedar Fair, L.P.	WORLDS OF FUN AND DESIGN	1,005,984
Cedar Fair, L.P.	XCELERATOR THE RIDE	3,318,952
Cedar Fair, L.P.	XCELERATOR THE RIDE	3,307,742