

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
Maid of the Mist Corporation		08/30/2013	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	M&T Bank
Street Address:	One M&T Plaza
City:	Buffalo
State/Country:	NEW YORK
Postal Code:	14203
Entity Type:	Banking Corporation: NEW YORK

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2916631	MAID OF THE MIST SINCE 1846
Registration Number:	2896991	MAID OF THE MIST
Registration Number:	2442126	SINCE 1846
Registration Number:	2413862	SINCE 1846
Registration Number:	1828590	MAID OF THE MIST
Registration Number:	1843220	MAID OF THE MIST A WORLD CLASS ATTRACTIO

CORRESPONDENCE DATA

Fax Number: 7168490349
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 7168564000
 Email: ddovi@hodgsonruss.com
 Correspondent Name: Daniel F. Dovi
 Address Line 1: Hodgson Russ LLP
 Address Line 2: 140 Pearl Street, Suite 100
 Address Line 4: Buffalo, NEW YORK 14202

CH \$165.00 2916631

ATTORNEY DOCKET NUMBER:	002000.10269
NAME OF SUBMITTER:	Daniel F. Dovi
Signature:	/Daniel F. Dovi/
Date:	09/06/2013
Total Attachments: 6 source=MOTM Security Agreement#page1.tif source=MOTM Security Agreement#page2.tif source=MOTM Security Agreement#page3.tif source=MOTM Security Agreement#page4.tif source=MOTM Security Agreement#page5.tif source=MOTM Security Agreement#page6.tif	

PLEDGE SUPPLEMENT (INTELLECTUAL PROPERTY)

For valuable consideration as further described in the General Security Agreement supplemented hereby, **MAID OF THE MIST CORPORATION**, a New York corporation, as “Grantor”, with an address at 151 Buffalo Avenue, Niagara Falls, New York 14303, agrees with **M&T BANK**, as Secured Party, with an address of One M&T Plaza, Buffalo, NY 14203, as follows:

SECTION 1. Definitions.

In this Agreement, the following terms shall have the following meanings (capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Security Agreement as defined below):

“**Security Agreement**” means the General Security Agreement, dated August 30, 2013, from Grantor to the Secured Party, as amended and supplemented from time to time.

“**Copyright Licenses**” means any and all agreements providing for the granting of any right in or to Copyrights (whether Grantor is licensee or licensor thereunder).

“**Copyrights**” means all United States and foreign copyrights (including Community designs), including but not limited to copyrights in software and databases, and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to Exhibit A-3 hereto, (ii) all extensions and renewals thereof, (iii) all rights corresponding thereto throughout the world, (iv) all rights to sue for past, present and future infringements thereof and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

“**Intellectual Property**” means, collectively, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks, the Trademark Licenses, the Trade Secrets, and the Trade Secret Licenses.

“**Patent Licenses**” means all agreements providing for the granting of any right in or to Patents) whether Grantor is licensee or licensor thereunder).

“**Patents**” means all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application referred to in Exhibit A-1 hereto, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, (v) all rights to sue for past, present and future infringements thereof, (vi) all licenses, claims, damages, and proceeds of suit arising therefrom, and (vii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

“Trademark Collateral” means any and all Trademarks and Trademark Licenses included in the Collateral.

“Trademark Licenses” means any and all agreements to which Grantor is a party providing for the granting of any right in or to Trademarks (whether Grantor is licensee or licensor thereunder).

“Trademarks” means all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (i) the registrations and applications referred to in Exhibit A-2 hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

“Trade Secret Licenses” means any and all agreements to which Grantor is a party providing for the granting of any right in or to Trade Secrets (whether Grantor is licensee or licensor thereunder).

“Trade Secrets” means all trade secrets and all other confidential or proprietary information and know-how whether or not such trade secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such trade secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret, and (ii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

SECTION 2. Reaffirmation of general security agreement; supplemental grant of security interest.

Grantor acknowledges, reaffirms and ratifies in all respects the Security Agreement as though all provisions thereof were fully set forth in this Agreement, including, but not limited to, the grant by Grantor of a security interest in all Intellectual Property included in the Collateral, as such term is defined in the Security Agreement.

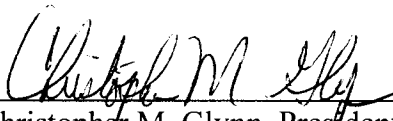
Without limiting the generality of the foregoing, to secure the payment and other performance of the Secured Obligations, Grantor grants to the Secured Party a security interest in, and assigns, pledges and hypothecates to the Secured Party, all right, title and interest of Grantor in and to, wherever located, whether now owned or hereafter acquired or now existing or hereafter arising or accruing and whether or not subject to Article 9 of the Uniform Commercial Code or described in any schedule heretofore or hereafter delivered to the Secured Party by Grantor, (i) Intellectual Property (including, but not limited to, all Intellectual Property described on Exhibit A-I (Patents), Exhibit A-II (Trademarks) and Exhibit A-III (Copyrights) attached to and made a part of this Agreement), (ii) Supporting Obligations incident to, arising or accruing pursuant to or otherwise relating to any

Intellectual Property, whether arising or accruing from any action taken by Grantor or the Secured Party or otherwise, (iii) Proceeds, other proceeds and products of any of the things referred to in clauses (i) and (ii) of this sentence and (iv) Records relating to any of the things referred to in any of the foregoing clauses.

SECTION 3. Governing Law.

This Agreement shall be governed by and construed, interpreted and enforced in accordance with the law of the State of New York (including, but not limited to, Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York) and, to the extent applicable, the federal law of the United States without regard to the law of any other jurisdiction.

Dated: August 30, 2013 **MAID OF THE MIST CORPORATION**

By:  _____
Christopher M. Glynn, President

[Signature Page –Pledge Agreement Supplement (Intellectual Property)]

EXHIBIT A-1 (PATENTS)

Recording/Filings in United States Patent and Trademark Office

NONE

EXHIBIT A-II (TRADEMARKS)

Recording/Filings in United States Patent and Trademark Office

<u>Reg. No.</u>	<u>Mark</u>	<u>Reg. Date</u>
2916631	MAID OF THE MIST SINCE 1846 & Design	January 4, 2005
2896991	MAID OF THE MIST	October 26, 2004
2442126	SINCE 1846 & Design	April 10, 2001
2413862	SINCE 1846 & Design	December 19, 2000
1828590	MAID OF THE MIST	March 29, 1994
1843220	MAID OF THE MIST A WORLD CLASS	July 5, 1994

EXHIBIT A-III (COPYRIGHTS)

Recording/Filings in United States Copyright Office

NONE