

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT															
<b>NATURE OF CONVEYANCE:</b>	Security Agreement															
<b>CONVEYING PARTY DATA</b>																
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:30%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Merlin Entertainments Group U.S. Holdings Inc.</td> <td></td> <td>08/23/2013</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>The Tussauds Group LLC</td> <td></td> <td>08/23/2013</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	Merlin Entertainments Group U.S. Holdings Inc.		08/23/2013	CORPORATION: DELAWARE	The Tussauds Group LLC		08/23/2013	LIMITED LIABILITY COMPANY: DELAWARE			
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<b>PROPERTY NUMBERS Total: 4</b>																
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<b>CORRESPONDENCE DATA</b>																
<p>Fax Number: 8668265420  <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Phone: 301-638-0511        Email: penelope@ipresearchplus.com        Correspondent Name: Corporation Service Company        Address Line 1: 1090 Vermont Avenue, Ste 430        Address Line 4: Washington, DISTRICT OF COLUMBIA 20005</p>																

CH \$115.00 3346114

ATTORNEY DOCKET NUMBER:	COS1-38909 (798080-005)
<b>DOMESTIC REPRESENTATIVE</b>  Name: Address Line 1: Address Line 2: Address Line 3: Address Line 4:	
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	09/12/2013
Total Attachments: 6 source=38909#page1.tif source=38909#page2.tif source=38909#page3.tif source=38909#page4.tif source=38909#page5.tif source=38909#page6.tif	

Schedule 1 to Recordation Form Cover Sheet

Additional Names of Conveying Parties:

<u>Name</u>	<u>State of Formation</u>	<u>Type of Entity</u>
The Tussauds Group LLC	Delaware	Limited Liability Company

## GRANT OF SECURITY INTEREST

### TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of 23 August, 2013, is executed by Merlin Entertainments Group U.S. Holdings Inc. and The Tussauds Group LLC (collectively, the "Grantors") in favor of UniCredit Bank AG, London Branch, as Security Agent for the Lenders referenced below (together with its successors and assigns in such capacity, the "Security Agent").

A. In connection with the Facilities Agreement originally dated as of March 4, 2007 by and among, *inter alios*, Merlin U.S., Legoland California, the Lenders and the Security Agent, as amended by a certain Amendment and Restatement Agreement dated as of June 28, 2013 among, *inter alios*, Merlin Entertainments Group Luxembourg 2 S.à r.l., UniCredit Bank AG, London Branch, as facility agent, and the Security Agent (as so amended and restated, and as it may be further amended, restated, supplemented and/or otherwise modified from time to time, the "Facilities Agreement"), the Lenders have agreed to extend loans and other financial accommodations to certain affiliates of the Grantors upon the terms and subject to the conditions set forth therein.

B. The Grantors (i) own the trademarks indicated next to their respective names and more particularly described on Schedule 1-A, annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office, and (ii) are the exclusive licensees of the United States registrations and applications for trademarks indicated next to their respective names and described in Schedule 1-A annexed hereto (collectively, the "Trademarks").

C. The Grantors, together with certain other grantors, have entered into a Security Agreement (Intellectual Property) dated as of May 21, 2007 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "IP Security Agreement") with the Security Agent on behalf of the Secured ROW Creditors.

D. Pursuant to the IP Security Agreement, the Grantors have granted to the Security Agent on behalf of the Secured ROW Creditors a security interest in all of their respective right, title and interest in and to the Collateral (as defined in the IP Security Agreement) including the Trademarks, to secure the payment, performance and observance of the Secured Liabilities (as defined in the IP Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each Grantor does hereby further grant to the Security Agent on behalf of the Secured ROW Creditors a security interest in the Trademarks to secure the prompt payment, performance and observance of the Secured Liabilities.

*Purpose.* This Agreement has been executed and delivered by the Grantors 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 Security Agent in connection with the IP Security Agreement and is expressly subject to the terms and

conditions thereof. The IP Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

*Acknowledgment.* Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Security Agent with respect to the security interest in the Trademarks granted hereby and pursuant to the IP Security Agreement are more fully set forth in the IP Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the IP Security Agreement, the terms of the IP Security Agreement shall govern.

[Signature page follows.]

0015437-0008920 NY:17294182.2

**TRADEMARK**  
**REEL: 005110 FRAME: 0599**

IN WITNESS WHEREOF, each Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

MERLIN ENTERTAINMENTS GROUP U.S.  
HOLDINGS INC., as a Grantor

By:   
Name: COLIN ARMSTRONG  
Title: DIRECTOR VICE PRESIDENT

THE TUSSAUDS GROUP LLC, as a Grantor

By:   
Name: COLIN ARMSTRONG  
Title: DIRECTOR VICE PRESIDENT

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

Owner	U.S. Registration No.	U.S. Serial No.	Country	Registration Date/Filing Date	Mark
Merlin Entertainments Group U.S. Holdings Inc.	3346114	78893986	USA	11/27/2007	PIRATE SHORES
Merlin Entertainments Group U.S. Holdings Inc.	4255298	85539398	USA	12/04/2012	PIRATE REEF
Merlin Entertainments Group U.S. Holdings Inc.	N/A	85853129	USA	02/18/2013	COASTERSAURUS
The Tussauds Group LLC	2301216	75227912	USA	12/21/1999	MADAME TUSSAUD'S

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