

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
New Kingdoms, LLC		08/06/2013	LIMITED LIABILITY COMPANY:
Creative Kingdoms, LLC		08/06/2013	LIMITED LIABILITY COMPANY:
Great Lakes Services, LLC		08/06/2013	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	CORPORATION: GERMANY

PROPERTY NUMBERS Total: 68

Property Type	Number	Word Mark
Serial Number:	85152837	PROJECT GREEN WOLF
Serial Number:	85152843	PROJECT · GREEN WOLF ·
Serial Number:	85528750	WILEY
Serial Number:	85528769	VIOLET
Serial Number:	85417311	SNOWLAND
Serial Number:	85823737	
Serial Number:	85236289	SCOOOPS KID SPA
Serial Number:	85870034	THE CABIN COMFORT COLLECTION
Serial Number:	85614250	HOWLY WOOD
Serial Number:	85644270	GREAT WOLF CNNECT
Serial Number:	85644267	GREAT WOLF LODGE

TRADEMARK

Serial Number:	85644264	GREAT WOLF LODGE
Serial Number:	85272998	GREAT WOLF STORY EXPLORERS
Serial Number:	85267110	GREAT WOLF STORY EXPLORERS
Serial Number:	85526015	KIDKAMP
Serial Number:	85526009	MAJESTIC BEAR SUITE
Serial Number:	85526004	ROYAL BEAR SUITE
Serial Number:	85525916	WOLF DEN SUITE
Serial Number:	85525903	CAMP CRITTER BAR & GRILLE
Serial Number:	85525889	MOUNTAIN EDGE RACEWAY
Serial Number:	85534500	SPIRIT ISLAND
Serial Number:	85525999	RACCOON LAGOON
Serial Number:	85525973	BEAR TRACK LANDING
Serial Number:	85525928	HYDRO PLUNGE
Serial Number:	85525917	FORT MACKENZIE
Serial Number:	85525895	SLAP TAIL POND
Serial Number:	85525882	THE TRIPLE TWIST
Serial Number:	85525870	DOUBLE BARREL DROP
Serial Number:	85525862	ALBERTA FALLS
Serial Number:	85266309	GREAT WOLF CONNECT
Serial Number:	85322343	PUP PASS
Serial Number:	85322347	HUNGRY AS A WOLF
Serial Number:	85035201	GREAT WOLF KIDS
Serial Number:	85152849	
Serial Number:	85201558	
Serial Number:	85201564	
Serial Number:	78409108	GREAT WOLF RESORTS
Serial Number:	78356069	GREAT WOLF LODGE
Serial Number:	78293596	GREAT WOLF VACATIONS
Serial Number:	77897019	GREAT WOLF LODGE-IC
Serial Number:	77847699	GR8_SPACE
Serial Number:	77747390	GREAT WOLF
Serial Number:	77746449	
Serial Number:	77746445	PROJECT · GREEN WOLF ·
Serial Number:	77746437	PROJECT GREEN WOLF
Serial Number:	77343375	CUB CLUB

	77343359	CUB CLUB
Serial Number:	77438754	GREAT WOLF MEETINGS AT GREAT WOLF LODGE
Serial Number:	77385231	GREAT W LF MEETINGS
Serial Number:	77385217	GREAT WOLF LODGE
Serial Number:	77348095	KIDCABIN
Serial Number:	77167966	SCOOOPS
Serial Number:	77167947	SCOOOPS KID SPA
Serial Number:	76083427	GREAT LODGE FAMILY RESORTS
Serial Number:	76083425	GREAT WOLF LODGE
Serial Number:	75848838	KIDCABIN
Serial Number:	75821047	GREAT BEAR LODGE
Serial Number:	74128968	HYDROFLO
Serial Number:	78673696	REAL.MAGIC.ADVENTURES.
Serial Number:	78568906	
Serial Number:	78568904	
Serial Number:	78061915	SLYNKS
Serial Number:	78978765	MQ
Serial Number:	78979548	MQ
Serial Number:	78978851	MAGIQUEST
Serial Number:	78546366	MQ
Serial Number:	78503301	MQ
Serial Number:	78503294	MAGIQUEST

CORRESPONDENCE DATA

Fax Number: 2028874288
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 202-887-4103
Email: lgeyer@akingump.com
Correspondent Name: Laura Geyer
Address Line 1: 1333 New Hampshire Ave., NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036-1564

ATTORNEY DOCKET NUMBER:	690838.0011
NAME OF SUBMITTER:	Laura Talley Geyer
Signature:	/Laura Talley Geyer/
Date:	09/19/2013

TRADEMARK

REEL: 005114 FRAME: 0424

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Trademark Security Agreement

Trademark Security Agreement, dated as of August 6, 2013, by NEW KINGDOMS, LLC, CREATIVE KINGDOMS, LLC and GREAT LAKES SERVICES, LLC (each a “Pledgor” and, collectively, the “Pledgors”), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, in its capacity as Collateral Agent to the Credit Agreement (in such capacity, the “Agent”).

WITNESSETH:

WHEREAS, the Pledgors are parties to a Collateral Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) in favor of the Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the meaning given to them in the Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor:

(a) Trademarks of such Pledgor, including those listed on Schedule I attached hereto; and

(b) all Proceeds of any and all of the foregoing.

SECTION 3. Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Collateral Agreement and each Pledgor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control unless the Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Collateral Agreement in accordance with, or otherwise required pursuant to Section 5.15 thereof the Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing

the collateral pledge, grant, assignment, lien and security interest in the applicable Trademarks under this Trademark Security Agreement and any other documents required to evidence the termination of the Agent's interest in the applicable Trademarks under this Trademark Security Agreement and any other documents required to evidence the termination of the Agent's interest in the applicable Trademarks, in each case, in form and substance reasonably satisfactory to the Agent.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

Very truly yours,

NEW KINGDOMS, LLC

By: William J. Robinson
Name: William Robinson
Title: Secretary

CREATIVE KINGDOMS, LLC

By: William J. Robinson
Name: William Robinson
Title: Secretary

GREAT LAKES SERVICES, LLC

By: William J. Robinson
Name: William Robinson
Title: Secretary

Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: *Mary Kay Coyle*
Name: **Mary Kay Coyle**
Title: **Managing Director**

By: *Michael Winters*
Name: **Michael Winters**
Title: **Vice President**

Signature Page to Great Wolf Trademark Security Agreement

SCHEDULE I

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:¹

Mark	Serial No.	Registration No.	Registration Date	Record Owner
PROJECT GREEN WOLF	85152837			Great Lakes Services, LLC
PROJECT • GREEN WOLF •	85152843			Great Lakes Services, LLC
WILEY	85528750			Great Lakes Services, LLC
VIOLET	85528769			Great Lakes Services, LLC
SNOWLAND	85417311	4340735	05/28/2013	Great Lakes Services, LLC
[Illustration without any words/letters/numbers	85823737			Great Lakes Services, LLC
SCOOOPS KID SPA	85236289	4313555	04/02/2013	Great Lakes Services, LLC
THE CABIN COMFORT COLLECTION	85870034			Great Lakes Services, LLC
HOWLY WOOD	85614250	4293475	02/19/2013	Great Lakes Services, LLC
GREAT WOLF CNNECT	85644270	4272342	01/08/2013	Great Lakes Services, LLC
GREAT WOLF LODGE	85644267	4264677	12/25/2012	Great Lakes Services, LLC
GREAT WOLF LODGE	85644264	4264676	12/25/2012	Great Lakes Services, LLC
GREAT WOLF STORY EXPLORERS	85272998	4242742	11/13/2012	Great Lakes Services, LLC
GREAT WOLF STORY EXPLORERS	85267110	4238411	11/06/2012	Great Lakes Services, LLC
KIDKAMP	85526015	4209399	09/18/2012	Great Lakes Services, LLC
MAJESTIC BEAR SUITE	85526009	4209398	09/18/2012	Great Lakes Services, LLC
ROYAL BEAR SUITE	85526004	4209397	09/18/2012	Great Lakes Services, LLC
WOLF DEN SUITE	85525916	4209393	09/18/2012	Great Lakes Services, LLC

¹ All trademarks marked with an asterisk (*) are “dead.”

Mark	Serial No.	Registration No.	Registration Date	Record Owner
CAMP CRITTER BAR & GRILLE	85525903	4209391	09/18/2012	Great Lakes Services, LLC
MOUNTAIN EDGE RACEWAY	85525889	4209390	09/18/2012	Great Lakes Services, LLC
SPIRIT ISLAND	85534500	4205618	09/11/2012	Great Lakes Services, LLC
RACCOON LAGOON	85525999	4202106	09/04/2012	Great Lakes Services, LLC
BEAR TRACK LANDING	85525973	4202103	09/04/2012	Great Lakes Services, LLC
HYDRO PLUNGE	85525928	4202096	09/04/2012	Great Lakes Services, LLC
FORT MACKENZIE	85525917	4202094	09/04/2012	Great Lakes Services, LLC
SLAP TAIL POND	85525895	4202092	09/04/2012	Great Lakes Services, LLC
THE TRIPLE TWIST	85525882	4202090	09/04/2012	Great Lakes Services, LLC
DOUBLE BARREL DROP	85525870	4202089	09/04/2012	Great Lakes Services, LLC
ALBERTA FALLS	85525862	4202087	09/04/2012	Great Lakes Services, LLC
GREAT WOLF CONNECT	85266309	4199407	08/28/2012	Great Lakes Services, LLC
PUP PASS	85322343	4120851	04/03/2012	Great Lakes Services, LLC
HUNGRY AS A WOLF	85322347	4076882	12/27/2011	Great Lakes Services, LLC
GREAT WOLF KIDS	85035201	4003580	07/26/2011	Great Lakes Services, LLC
PAW DESIGN	85152849	3974013	06/07/2011	Great Lakes Services, LLC
SCOOOPS TRADE DRESS DESIGN	85201558	3963872	05/17/2011	Great Lakes Services, LLC
ICE CREAM BENCH TRADE DRESS	85201564	3960206	05/10/2011	Great Lakes Services, LLC
GREAT WOLF RESORTS	78409108	3046968	01/17/2006	Great Lakes Services, LLC
GREAT WOLF LODGE	78356069	2941852	04/19/2005	Great Lakes Services, LLC
GREAT WOLF VACATIONS*	78293596	Abandoned	N/A	Great Lakes Services, LLC
GREAT WOLF LODGE-IC*	77897019	Abandoned	N/A	Great Lakes Services, LLC
GR8_SPACE	77847699	3806214	06/22/2010	Great Lakes Services, LLC
GREAT WOLF	77747390	3751580	02/23/2010	Great Lakes Services, LLC
[Paw print for clothing]*	77746449	Abandoned	N/A	Great Lakes Services, LLC
PROJECT • GREEN WOLF*	77746445	Abandoned	N/A	Great Lakes Services, LLC

Mark	Serial No.	Registration No.	Registration Date	Record Owner
PROJECT GREEN WOLF*	77746437	Abandoned	N/A	Great Lakes Services, LLC
CUB CLUB	77343375	3855320	10/05/2010	Great Lakes Services, LLC
CUB CLUB	77343359	3970889	05/30/2011	Great Lakes Services, LLC
GREAT WOLF MEETINGS AT GREAT WOLF LODGE	77438754	3620598	05/12/2009	Great Lakes Services, LLC
GREAT WOLF MEETINGS*	77385231	Abandoned	N/A	Great Lakes Services, LLC
GREAT WOLF LODGE	77385217	3501313	09/16/2008	Great Lakes Services, LLC
KIDCABIN	77348095	3471732	07/22/2008	Great Lakes Services, LLC
SCOOOPS	77167966	3365235	01/08/2008	Great Lakes Services, LLC
SCOOOPS KID SPA	77167947	3362110	01/01/2008	Great Lakes Services, LLC
GREAT LODGE FAMILY RESORTS	76083427	2641236	10/22/2002	Great Lakes Services, LLC
GREAT WOLF LODGE	76083425	2643850	10/29/2002	Great Lakes Services, LLC
KIDCABIN* (cancelled)	75848838	2606092	08/06/2002	Great Lakes Services, LLC
GREAT BEAR LODGE* (cancelled)	75821047	2553456	03/26/2002	Great Lakes Services, LLC
HYDROFLO	74128968	1667880	12/10/1991	Great Lakes Services, LLC
REAL.MAGIC.ADVENTURES	78673696	Abandoned	N/A	Creative Kingdoms, LLC
	78568906	Abandoned	N/A	Creative Kingdoms, LLC
	78568904	Abandoned	N/A	Creative Kingdoms, LLC
SLYNKS	78061915	Abandoned	N/A	Creative Kingdoms, LLC
MQ	78978765	3300223	09/25/2007	New Kingdoms, LLC
MQ	78979548	3387027	02/19/2008	New Kingdoms, LLC
MAGIQUEST	78978851	3396568	03/11/2008	New Kingdoms, LLC
MQ	78546366	3641190	06/16/2009	New Kingdoms, LLC
MQ	78503301	3617507	05/05/2009	New Kingdoms, LLC
MAGIQUEST	78503294	3604292	04/07/2009	New Kingdoms, LLC