

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS PREVIOUSLY RECORDED AT REEL/FRAME (4493/0271)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association (successor by merger to Wilmington Trust FSB), as Collateral Agent		11/11/2013	a National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Festival Fun Parks, LLC
Street Address:	4590 Macarthur Blvd.
Internal Address:	Suite 400
City:	Newport Beach
State/Country:	CALIFORNIA
Postal Code:	92660
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	Village Roadshow Theme Park Pty Ltd
Street Address:	Jam Factory, 500 Chapel Street
City:	South Yarra, Victoria
State/Country:	AUSTRALIA
Postal Code:	3141
Entity Type:	a proprietary limited company: AUSTRALIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1226220	WET 'N WILD
Registration Number:	2199474	WET'N WILD
Registration Number:	2194958	WET 'N WILD
Registration Number:	2129170	WET'N WILD
Registration Number:	2195012	WET'N WILD

CH \$140.00 1226220

TRADEMARK

CORRESPONDENCE DATA

Fax Number: 2124552502

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

Phone: (212) 455-7149

Email: jnull@stblaw.com

Correspondent Name: Paul Rodriguez

Address Line 1: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:

073261/0002

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

J. Jason Mull

Signature:

/J. Jason Mull/

Date:

11/12/2013

Total Attachments: 5

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

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Termination and Release") dated as of November 11, 2013 from WILMINGTON TRUST, National Association (successor by merger to Wilmington Trust FSB), located at Rodney Square North, 1100 North Market Street, Wilmington, DE 19890, as collateral agent for the Secured Parties (the "Collateral Agent"), to FESTIVAL FUN PARKS, LLC, a Delaware limited liability company, located at 4590 Macarthur Blvd., Suite 400, Newport Beach, CA 92660 (the "Grantor") and VILLAGE ROADSHOW THEME PARKS PTY LTD, located at Jam Factory, 500 Chapel Street, South Yarra, Victoria, Australia 3141 ("Assignee"). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Trademark Security Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to the Indenture, dated as of February 28, 2011 (as it may be amended, restated, amended and restated, supplemented, replaced, refinanced, renewed, extended or otherwise modified from time to time, the "Indenture"), by and among Palace Entertainment Holdings, LLC (the "Issuer"), certain of the Issuer's subsidiaries party thereto as guarantors and the predecessor to the Collateral Agent, Wilmington Trust FSB, as trustee and collateral agent, the Issuer has issued the 8.875% Senior Secured Notes Due 2017;

WHEREAS, in connection with the Indenture, the Grantor entered into a Pledge and Security Agreement, dated as of February 28, 2011 (as amended, restated, reaffirmed, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), for the benefit of the Secured Parties;

WHEREAS, pursuant to the Pledge and Security Agreement, a security interest (the "Security Interest") was granted by the Grantor to the Collateral Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of February 28, 2011, among the Collateral Agent, the Borrower and the other Grantors (the "Trademark Security Agreement"), Grantor, by reference to the Security Agreement, reaffirmed their intent to grant a Security Interest to the Collateral Agent specifically in the Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on March 9, 2011 at Reel 004493 and Frame 0271;

WHEREAS, Grantor assigned all of its rights, title and interests in and to the Trademark Collateral and the goodwill pertaining thereto to Assignee on November 14, 2011, by a Deed of Assignment recorded in the United States Patent and Trademark Office on January 17, 2012, at Reel 004699 and Frame 0361; and

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby states and agrees as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all rights, title and interests in and to the Trademarks listed on Schedule A hereto subject to the Security Interest. The term "Trademarks" shall have the meaning provided by reference in the Trademark Security Agreement.

2. Release of Security Interest. The Collateral Agent, for the benefit of the Secured Parties, hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Collateral Agent or the Secured Parties may have in such Trademark Collateral shall hereby cease and become void.

3. Authorization. The Collateral Agent authorizes the Grantor to request that the United States Patent and Trademark Office record this Termination and Release against the Trademark Collateral.

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 necessary to effect the release of the Security Interest contemplated hereby.

5. Counterparts. This Termination and Release may be executed in one or more counterparts and by different parties in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Termination and Release by facsimile transmission or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Termination and Release.

6. GOVERNING LAW. THIS TERMINATION AND RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

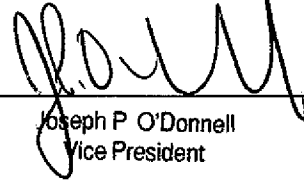
IN WITNESS WHEREOF, the undersigned have executed this Termination and Release by their respective duly authorized officers as of the date first above written.

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Collateral Agent

By: _____

Name:

Title:



Joseph P O'Donnell
Vice President

[Signature Page to Termination and Release of Security Interest in Trademark Rights]

TRADEMARK
REEL: 005152 FRAME: 0527





FESTIVAL FUN PARKS, LLC

By: Russell D. Owens
Name: RUSSELL D. OWENS
Title: CHIEF FINANCIAL OFFICER

[Signature Page to Termination and Release of Security Interest in Trademark Rights]

TRADEMARK
REEL: 005152 FRAME: 0528

Schedule A

	Mark/ Image	App. No. Filing Date	Reg. No. Reg. Date
1.	WET 'N WILD	73/176927 07/03/1978	1226220 02/01/1983
2.	WET 'N WILD 	75/278490 04/21/1997	2199474 10/27/1998
3.	WET 'N WILD 	75/267814 04/02/1997	2194958 10/13/1998
4.	WET 'N WILD 	75/268282 04/02/1997	2129170 01/13/1998
5.	WET 'N WILD 	75/278546 04/21/1997	2195012 10/13/1998