

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

07/31/2014
 900296831

ETAS ID: TM312460

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HERSCHEND FAMILY ENTERTAINMENT CORPORATION		07/29/2014	CORPORATION: MISSOURI

RECEIVING PARTY DATA

Name:	HERSCHEND ENTERTAINMENT COMPANY, LLC
Street Address:	2800 WEST HIGHWAY 76
City:	BRANSON
State/Country:	MISSOURI
Postal Code:	65616
Entity Type:	LIMITED LIABILITY COMPANY: MISSOURI

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3149352	CREATE MEMORIES WORTH REPEATING
Registration Number:	3532405	CREATING MEMORIES WORTH REPEATING
Registration Number:	2730658	CROSSROADS
Registration Number:	4351789	FUNNEL CAKE GOURMET
Registration Number:	4351790	FUNNEL CAKE GOURMET
Registration Number:	3023317	HERSCHEND FAMILY ENTERTAINMENT
Registration Number:	3229904	MEMORIES WORTH REPEATING
Registration Number:	2754386	THE GREAT BARN
Registration Number:	3159671	WE CREATE MEMORIES WORTH REPEATING
Registration Number:	1043790	YOU HAVE A GREAT PAST AHEAD OF YOU

OP \$265.00 3149352

CORRESPONDENCE DATA

Fax Number: 7704413266
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 6789931941
Email: SJACKSON@HFECORP.COM
Correspondent Name: STEPHEN L EARNEST
Address Line 1: 5445 TRIANGLE PARKWAY, STE. 200
Address Line 4: NORCROSS, GEORGIA 30092

NAME OF SUBMITTER:	STEPHEN L EARNEST
SIGNATURE:	/STEPHEN L EARNEST/
DATE SIGNED:	07/31/2014
Total Attachments: 4 source=HEC_Trademark_Assignment_06 04 14 (Execution Copy)#page1.tif source=HEC_Trademark_Assignment_06 04 14 (Execution Copy)#page2.tif source=HEC_Trademark_Assignment_06 04 14 (Execution Copy)#page3.tif source=HEC_Trademark_Assignment_06 04 14 (Execution Copy)#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Assignment") is entered into this 29th day of July, 2014 by and between HERSCEND FAMILY ENTERTAINMENT CORPORATION, a Missouri corporation ("Assignor"), and HERSCEND ENTERTAINMENT COMPANY, LLC, a Missouri limited liability company ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks and the corresponding registrations set forth on **Exhibit A** (collectively, the "Trademarks"), together with the goodwill of the business connected with and symbolized by the Trademarks;

WHEREAS, Assignor transferred all of its assets to Assignee pursuant to an Assignment and Assumption Agreement, dated as of December 23, 2013; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks transferred pursuant to the Assignment and Assumption Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

Assignor hereby assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this assignment, transfer and conveyance not been made.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations set forth on **Exhibit A** to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademarks.

This Trademark Assignment Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the dates that appear below.

ASSIGNOR

HERSCHEND FAMILY ENTERTAINMENT CORPORATION

By: Stephen L. Earnest
Stephen L. Earnest, Secretary

Date: July 29, 2014

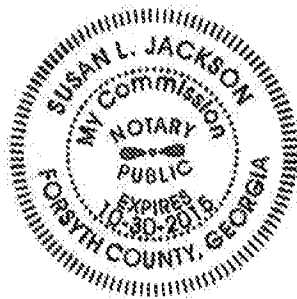
STATE OF GEORGIA)
) SS:
COUNTY OF GWINNETT)

On this 29th day of July 2014, before me personally appeared Stephen L. Earnest, known by me to be the person of the above name and an officer of Herschend Family Entertainment Corporation, duly authorized to execute this Assignment on behalf of Herschend Family Entertainment Corporation.

Given under my hand and seal of office this 29th day of July, 2014.

Susan L. Jackson
Notary Public

My commission expires:
October 30, 2015



ASSIGNEE

HERSCHEND ENTERTAINMENT COMPANY,
LLC

By: Stephen L. Earnest
Stephen L. Earnest, Secretary

Date: July 29, 2014

STATE OF GEORGIA)
) SS:
COUNTY OF GWINNETT)

On this 29th day of July 2014, before me personally appeared Stephen L. Earnest, known by me to be the person of the above name and an officer of Herschend Entertainment Company, LLC, duly authorized to execute this Assignment on behalf of Herschend Entertainment Company, LLC.

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Susan L. Jackson
Notary Public

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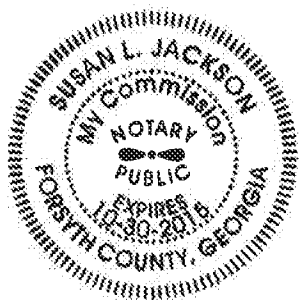


EXHIBIT A

“Trademarks”

1. U.S. Trademark Registration No. 3,149,352 for the mark CREATE MEMORIES WORTH REPEATING, IC 041.
2. U.S. Trademark Registration No. 3,532,405 for the mark CREATING MEMORIES WORTH REPEATING, IC 041.
3. U.S. Trademark Registration No. 2,730,658 for the mark CROSSROADS, IC 041.
4. U.S. Trademark Registration No. 4,351,789 for the mark FUNNEL CAKE GOURMET, IC 043.
5. U.S. Trademark Registration No. 4,351,790 for the mark FUNNEL CAKE GOURMET, IC 043.
6. U.S. Trademark Registration No. 3,023,317 for the mark HERSCHEMEND FAMILY ENTERTAINMENT, IC 035, 039, 041 and 043.
7. U.S. Trademark Registration No. 3,229,904 for the mark MEMORIES WORTH REPEATING, IC 041.
8. U.S. Trademark Registration No. 2,754,386 for the mark THE GREAT BARN, IC 041.
9. U.S. Trademark Registration No. 3,159,671 for the mark WE CREATE MEMORIES WORTH REPEATING, IC 041.
10. U.S. Trademark Registration No. 1,043,790 for the mark YOU HAVE A GREAT PAST AHEAD OF YOU, IC 041.