TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328818

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cedar Point Park LLC		01/12/2015	LIMITED LIABILITY COMPANY: DELAWARE
Dorney Park LLC		01/12/2015	LIMITED LIABILITY COMPANY: DELAWARE
Valleyfair LLC		01/12/2015	LIMITED LIABILITY COMPANY: DELAWARE
Worlds of Fun LLC		01/12/2015	LIMITED LIABILITY COMPANY: DELAWARE
Kings Dominion LLC		01/12/2015	LIMITED LIABILITY COMPANY: DELAWARE
Carowinds LLC		01/12/2015	LIMITED LIABILITY COMPANY: DELAWARE
Kings Island Park LLC		01/12/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as collateral agent
Street Address:	10 S.Dearborn, 7th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 50

Property Type	Number	Word Mark
Registration Number:	1526172	AMERICA'S ROLLER COAST
Registration Number:	3071464	CASTAWAY BAY
Registration Number:	1348634	CEDAR POINT
Registration Number:	4385452	GATEKEEPER
Registration Number:	2062763	MANTIS
Registration Number:	3957994	MAVERICK
Registration Number:	3888121	MAVERICK
Registration Number:	2556973	MILLENNIUM FORCE
Registration Number:	2553310	MILLENNIUM FORCE

OP $1265.00 1526172

Property Type	Number	Word Mark
Registration Number:	1993759	RAPTOR
Registration Number:	2244086	RAPTOR RULES THE SKY
Registration Number:	2260160	RAPTOR RULES THE SKY
Registration Number:	3986767	SHOOT THE RAPIDS
Registration Number:	3320698	SKYHAWK
Registration Number:	1151952	THE AMAZEMENT PARK
Registration Number:	3549777	THE ROLLER COASTER CAPITAL OF THE WORLD!
Registration Number:	3006874	TOP THRILL DRAGSTER
Registration Number:	1834067	DORNEY PARK
Registration Number:	3216125	HYDRA THE REVENGE
Registration Number:	2105995	STEEL FORCE
Registration Number:	2106014	STEEL FORCE
Registration Number:	4418995	STINGER
Registration Number:	4526162	STINGER
Registration Number:	2952021	TALON
Registration Number:	3503365	TALON THE GRIP OF FEAR
Registration Number:	3503366	TALON THE GRIP OF FEAR
Registration Number:	3841838	RENEGADE
Registration Number:	1578193	VALLEYFAIR
Registration Number:	2009925	WILD THING
Registration Number:	1575671	FURY OF THE NILE
Registration Number:	2726263	MAMBA
Registration Number:	1953892	MONSOON
Registration Number:	1262007	OCEANS OF FUN
Registration Number:	1291812	OCEANS OF FUN
Registration Number:	3695532	PATRIOT
Registration Number:	3627359	PATRIOT
Registration Number:	3890580	PROWLER
Registration Number:	1575673	TIMBER WOLF
Registration Number:	974218	WORLDS OF FUN
Registration Number:	998585	WORLDS OF FUN
Registration Number:	1005984	WORLDS OF FUN
Registration Number:	1669918	ANACONDA
Registration Number:	2859380	KINGS DOMINION
Registration Number:	1545740	REBEL YELL
Registration Number:	2996423	WATER WORKS
Registration Number:	1473892	CAROWINDS
Registration Number:	1817554	NIGHTS OF FIRE

Property Type	Number	Word Mark
Registration Number:	4606454	BANSHEE
Registration Number:	2859376	KINGS ISLAND
Registration Number:	3031675	THE BEAST

CORRESPONDENCE DATA

Fax Number:

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.

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant
SIGNATURE:	/Marina Kelly, Thomson Reuters/
DATE SIGNED:	01/13/2015

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** dated as of January 12, 2015 (as amended, supplemented or otherwise modified from time to time, this "Agreement") is made by **CAROWINDS LLC** ("Carowinds"), **CEDAR POINT PARK LLC** ("Cedar Point"), **DORNEY PARK LLC** ("Dorney Park"), **KINGS DOMINION LLC** ("Kings Dominion"), **KINGS ISLAND PARK LLC** ("Kings Island"), **VALLEYFAIR LLC** ("Valleyfair"), and **WORLDS OF FUN LLC** ("Worlds of Fun" and, collectively, with Carowinds, Cedar Point, Dorney Park, Kings Dominion, Kings Island and Valleyfair, the "Grantors" and each, a "Grantor"), in favor of **JPMORGAN CHASE BANK, N.A.**, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Cedar Fair, L.P., Magnum Management Corporation (collectively, the "Borrowers") and Canada's Wonderland Company (the "Canadian Borrower"), the lenders party thereto and the Collateral Agent have entered into a Credit Agreement, dated as of March 6, 2013 (as amended by Amendment No. 1, dated as of September 30, 2013, and Amendment No. 2, dated as of December 18, 2014, and as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers and the Canadian Borrower under the Credit Agreement, Cedar Fair, L.P. and certain of its subsidiaries executed and delivered that certain Guarantee and Collateral Agreement, dated as of March 6, 2013, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, each Grantor became a "Grantor" (as defined in the Guarantee and Collateral Agreement) by entering into that certain Assumption Agreement, dated as of December 1, 2014;

WHEREAS, under the terms of the Guarantee and Collateral Agreement, each Grantor has granted a security interest in certain property, including without limitation, certain Intellectual Property of such Grantor to the Collateral Agent for the benefit of the Secured Parties, and has agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. DEFINED TERMS. Capitalized terms not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. As collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of such Grantor's Obliga-

tions, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title, and interest in, to and under the following, whether now owned or existing or at any time acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire (collectively, the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, trade dress, domain names, and other source or business identifiers, all registrations, recordings and renewals thereof, and all applications in connection therewith arising under the laws of the United States or Canada or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, each registered trademark and trademark application identified in Schedule A hereto, (ii) the right to obtain all renewals thereof, (iii) all of the goodwill associated with any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements, dilutions or other violations thereof, (v) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements, dilutions, or other violations thereof), and (vi) all other rights of any kind whatsoever accruing thereunder or pertaining thereto;

(b) any written agreement providing for the grant by or to any Person of any right to use any Trademark and all income, royalties, and other payments due and/or payable with respect thereto; and

(c) notwithstanding the foregoing, Trademark Collateral shall exclude trademark applications filed in the United States Patent and Trademark Office on the basis of such Grantor's "intent-to-use" such trademark, unless and until acceptable evidence of use of the Trademark has been filed and accepted with the United States Patent and Trademark Office pursuant to Section l(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting a Lien in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application; provided that, upon filing such evidence, such application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral.

SECTION 3. PRECEDENCE. This Agreement has been executed in conjunction with the provisions of the Guarantee and Collateral Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted herein are in addition to those set forth in the Guarantee and Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall control.

SECTION 4. RECORDATION. Each Grantor authorizes and requests that the United States Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

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SECTION 5. GENERAL.

(a) Governing Law. THIS DOCUMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(b) Counterparts. This Agreement may be executed in any number of counterparts (including by facsimile), each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

CAROWINDS LLC
CEDAR POINT PARK LLC
DORNEY PARK LLC
KINGS DOMINION LLC
KINGS ISLAND PARK LLC
VALLEYFAIR LLC
WORLDS OF FUN LLC

By: _____
Name: Duffield E. Milkie
Title: Vice President & Secretary

[Signature Page to Trademark Security Agreement]

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: _____
Name: Sandeep S. Parihar
Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor	Title	Reg. No./ App. No.
Cedar Point Park LLC	AMERICA'S ROLLER COAST	1526172
Cedar Point Park LLC	CASTAWAY BAY	3071464
Cedar Point Park LLC	CEDAR POINT	1348634
Cedar Point Park LLC	GATEKEEPER	4385452
Cedar Point Park LLC	MANTIS	2062763
Cedar Point Park LLC	MAVERICK (& Design)	3957994
Cedar Point Park LLC	MAVERICK	3888121
Cedar Point Park LLC	MILLENNIUM FORCE (& Design)	2556973
Cedar Point Park LLC	MILLENNIUM FORCE	2553310
Cedar Point Park LLC	RAPTOR	1993759
Cedar Point Park LLC	RAPTOR RULES THE SKY	2244086
Cedar Point Park LLC	RAPTOR RULES THE SKY (& Design)	2260160
Cedar Point Park LLC	SHOOT THE RAPIDS	3986767
Cedar Point Park LLC	SKYHAWK	3320698
Cedar Point Park LLC	THE AMAZEMENT PARK	1151952
Cedar Point Park LLC	THE ROLLER COASTER CAPITAL OF THE WORLD	3549777
Cedar Point Park LLC	TOP THRILL DRAGSTER	3006874
Dorney Park LLC	DORNEY PARK	1834067
Dorney Park LLC	HYDRA THE REVENGE	3216125
Dorney Park LLC	STEEL FORCE	2105995
Dorney Park LLC	STEEL FORCE (& Design)	2106014
Dorney Park LLC	STINGER	4418995
Dorney Park LLC	STINGER (& Design)	4526162
Dorney Park LLC	TALON	2952021
Dorney Park LLC	TALON THE GRIP OF FEAR	3503365

Grantor	Title	Reg. No./ App. No.
Dorney Park LLC	TALON THE GRIP OF FEAR (& Design)	3503366
Valleyfair LLC	RENEGADE	3841838
Valleyfair LLC	VALLEYFAIR (& Design)	1578193
Valleyfair LLC	WILD THING	2009925
Worlds of Fun LLC	FURY OF THE NILE	1575671
Worlds of Fun LLC	MAMBA	2726263
Worlds of Fun LLC	MONSOON	1953892
Worlds of Fun LLC	OCEANS OF FUN	1262007
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Worlds of Fun LLC	PATRIOT	3695532
Worlds of Fun LLC	PATRIOT	3627359
Worlds of Fun LLC	PROWLER	3890580
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Kings Dominion LLC	WATER WORKS (& Design)	2996423
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Carowinds LLC	NIGHTS OF FIRE	1817554
Kings Island Park LLC	BANSHEE	4606454
Kings Island Park LLC	KINGS ISLAND	2859376
Kings Island Park LLC	THE BEAST	3031675

EXCLUSIVE LICENSES UNDER REGISTERED U.S. TRADEMARKS AND APPLICATIONS

None.