

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336132

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Great Lakes Services, LLC		11/21/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch, as collateral agent		
Street Address:	60 Wall Street		
Internal Address:	43rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Serial Number:	86387693	WAYMB	
Serial Number:	86387705	WAYMB THE WOODCHUCK	
Serial Number:	86270217	BUCKETS INCREDIBLE CRAVEABLES	
Serial Number:	86251816	BUCKETS GREAT WOLF LODGE INCREDIBLE CRAV	
Serial Number:	86147232	THE NAME SHOP	
Registration Number:	4579620	V SCOOPS	
Serial Number:	86142113	SAMMY THE SQUIRREL	
Serial Number:	86975133	SAMMY THE SQUIRREL	
Registration Number:	4547724		
Registration Number:	4547725		
Registration Number:	4547726		
Registration Number:	4556043	OLIVER RACCOON	
Registration Number:	4560409	RACHEL RACCOON	
Registration Number:	4583557	OLIVER	
Registration Number:	4583561		
Registration Number:	4583563		
Registration Number:	4583556	BRINLEY	
Serial Number:	86975134	TOOTH & NAIL	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86975135	WILEY THE WOLF
Serial Number:	86975136	VIOLET THE WOLF
Serial Number:	86141313	BRINLEY BEAR
Serial Number:	86141331	RACHEL
Serial Number:	86141351	VIOLET THE WOLF
Serial Number:	86141354	WILEY THE WOLF
Serial Number:	86141362	TOOTH & NAIL
Serial Number:	86141358	
Registration Number:	4556012	EVERYBODY IN.
Serial Number:	86106563	HOWLIN' TIMBERS PLAY PARK
Serial Number:	86106567	HOWLERS PEAK ROPES COURSE
Serial Number:	86106205	WOLF TAIL
Registration Number:	4563104	LODGE WOOD FIRED GRILL

CORRESPONDENCE DATA

Fax Number: 3026365454

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: 800-927-9801 x 62348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	562551-10
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	03/25/2015

Total Attachments: 8

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Supplemental Trademark Security Agreement

Supplemental Trademark Security Agreement, dated as of November 21, 2014, by GREAT LAKES SERVICES, LLC (the "Pledgor"), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, in its capacity as Collateral Agent to the Credit Agreement (in such capacity, the "Agent").

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Collateral Agreement, dated as of August 6, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, including by that certain Supplement to the Collateral Agreement of even date herewith, the "Collateral Agreement") in favor of the Agent pursuant to which the Pledgor is 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, the 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. The 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 the Pledgor:

- (a) Trademarks of the 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 the 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 Pledgor 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.

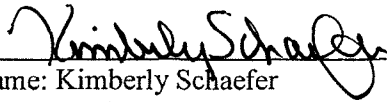
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

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,

GREAT LAKES SERVICES, LLC

By: 
Name: Kimberly Schaefer
Title: President

[Signature Page to Great Wolf Trademark Security Agreement]

TRADEMARK
REEL: 005485 FRAME: 0177

Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent



By: *MaryKay Coyle*
Name: MaryKay Coyle
Title: Managing Director





By: *Peter Cucchiara*
Name: Peter Cucchiara
Title: Vice President


[Signature page to Great Wolf Supplemental Trademark Security Agreement (Great Lakes Services, LLC)]


TRADEMARK
REEL: 005485 FRAME: 0178

Schedule I

WORD MARK	SERIAL NO.	REG. NO.	FILING DATE	REG. DATE
WAYMB WAYMB	86387693	N/A	09/08/2014	N/A
WAYMB THE WOODCHUCK <small>WAYMB THE WOODCHUCK</small>	86387705	N/A	09/08/2014	N/A
BUCKETS INCREDIBLE CRAVEABLES <small>BUCKETS INCREDIBLE CRAVEABLES</small>	86270217	N/A	05/02/2014	N/A
BUCKETS GREAT WOLF LODGE INCREDIBLE CRAVEABLES 	86251816	N/A	04/14/2014	N/A
THE NAME SHOP <small>THE NAME SHOP</small>	86147232	N/A	12/18/2013	N/A
V SCOOPS 	86142121	4579620	12/12/2013	08/05/2014
SAMMY THE SQUIRREL <small>SAMMY THE SQUIRREL</small>	86142113	N/A	12/12/2013	N/A
SAMMY THE SQUIRREL	86975133	N/A	12/12/2013	N/A
<i>Design Only</i>	86141318	4547724	12/11/2013	06/10/2014

WORD MARK	SERIAL NO.	REG. NO.	FILING DATE	REG. DATE
				
<i>Design Only</i> 	86141328	4547725	12/11/2013	06/10/2014
<i>Design Only</i> 	86141342	4547726	12/11/2013	06/10/2014
OLIVER RACCOON OLIVER RACCOON	86141325	4556043	12/11/2013	06/24/2014
RACHEL RACCOON RACHEL RACCOON	86141338	4560409	12/11/2013	07/01/2014
OLIVER OLIVER	86141322	4583557	12/11/2013	08/12/2014
<i>Design Only</i> 	86141345	4583561	12/11/2013	08/12/2014
<i>Design Only</i>	86141361	4583563	12/11/2013	08/12/2014

WORD MARK	SERIAL NO.	REG. NO.	FILING DATE	REG. DATE
				
BRINLEY BRINLEY	86141305	4583556	12/11/2013	08/12/2014
TOOTH & NAIL	86975134	N/A	12/11/2013	N/A
WILEY THE WOLF	86975135	N/A	12/11/2013	N/A
VIOLET THE WOLF	86975136	N/A	12/11/2013	N/A
BRINLEY BEAR BRINLEY BEAR	86141313	N/A	12/11/2013	N/A
RACHEL RACHEL	86141331	N/A	12/11/2013	N/A
VIOLET THE WOLF VIOLET THE WOLF	86141351	N/A	12/11/2013	N/A
WILEY THE WOLF WILEY THE WOLF	86141354	N/A	12/11/2013	N/A
TOOTH & NAIL TOOTH & NAIL	86141362	N/A	12/11/2013	N/A
<i>Design Only</i>	86141358	N/A	12/11/2013	N/A

WORD MARK	SERIAL NO.	REG. NO.	FILING DATE	REG. DATE
				
EVERYBODY IN. EVERYBODY IN.	86129338	4556012	11/26/2013	06/24/2014
HOWLIN' TIMBERS PLAY PARK <small>HOWLIN' TIMBERS PLAY PARK</small>	86106563	N/A	10/31/2013	N/A
HOWLERS PEAK ROPES COURSE <small>HOWLERS PEAK ROPES COURSE</small>	86106567	N/A	10/31/2013	N/A
WOLF TAIL WOLF TAIL	86106205	N/A	10/30/2013	N/A
LODGE WOOD FIRED GRILL <small>LODGE WOOD FIRED GRILL</small>	86105015	4563104	10/29/2013	07/08/2014