

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM336135

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Supplemental Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
New Kingdoms, LLC		11/21/2014	LIMITED LIABILITY COMPANY: SOUTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deutsche Bank AG New York Branch, as collateral agent		
<b>Street Address:</b>	60 Wall Street		
<b>Internal Address:</b>	43rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86013694	SHADOW QUEST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3026365454		
<i>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.</i>			
<b>Phone:</b>	800-927-9801 x 62348		
<b>Email:</b>	jpaterso@cscinfo.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1090 Vermont Avenue NW, Suite 430		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	5625551-15		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		
<b>SIGNATURE:</b>	/jep/		
<b>DATE SIGNED:</b>	03/25/2015		
<b>Total Attachments: 5</b>			
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**Supplemental Trademark Security Agreement**

**Supplemental Trademark Security Agreement**, dated as of November 21, 2014, by NEW KINGDOMS, 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.

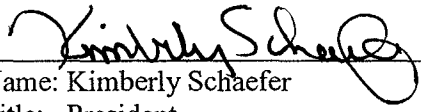
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

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,

NEW KINGDOMS, LLC

By:   
Name: Kimberly Schaefer  
Title: President

[Signature Page to Great Wolf Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005485 FRAME: 0202**

Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH,  
as Collateral Agent

By: *Mary Kay 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 (New Kingdoms, LLC)]

Schedule I

<b>WORD MARK</b>	<b>SERIAL NO.</b>	<b>REG. NO.</b>	<b>FILING DATE</b>	<b>REG. DATE</b>
SHADOW QUEST SHADOW QUEST	86013694	4618471	07/18/2013	10/07/2014