

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM340127

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Apex Parks Group, LLC		04/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance, LLC, as collateral agent		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4609393	WACKY WEEKDAY	
Registration Number:	4043218	SAMAZON ROPES ADVENTURE	
Registration Number:	4071705	SAMAZON	
Registration Number:	3648850	SAHARA SAM'S OASIS INDOOR WATER PARK	
Registration Number:	3633166	SAHARA SAM'S OASIS INDOOR WATER PARK	
Registration Number:	3670838		
Registration Number:	3710185		
Registration Number:	3648159	SAHARA SAM'S OASIS	
Registration Number:	3651808	SAHARA SAM'S OASIS INDOOR WATER PARK	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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>			
Phone:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	22nd Floor		
Address Line 4:	New York, NEW YORK 10022		

CH \$240.00 4609393

ATTORNEY DOCKET NUMBER:	014951-1434
NAME OF SUBMITTER:	Scott Kareff (014951-1434)
SIGNATURE:	/kc for sk/
DATE SIGNED:	05/01/2015
Total Attachments: 3 source=Trademark Security Agreement for Apex Parks Group, LLC - Cerberus#page1.tif source=Trademark Security Agreement for Apex Parks Group, LLC - Cerberus#page2.tif source=Trademark Security Agreement for Apex Parks Group, LLC - Cerberus#page3.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of April 30, 2015, by Apex Parks Group, LLC (the "Grantor"), in favor Cerberus Business Finance, LLC, in its capacity as collateral agent for the Secured Parties (together with its successors and assigns in such capacity, the "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated September 18, 2014 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of the Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby pledge, convey, sell, assign, transfer and set over unto the Grantee and grants to the Grantee for the benefit of the Grantee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first noted above.

APEX PARKS GROUP, LLC

By: 






Name: Alexander Weber, Jr.

Title: Chief Executive Officer

Trademark Security Agreement

TRADEMARK
REEL: 005508 FRAME: 0665

SCHEDULE A TO GRANT OF A SECURITY INTEREST

	USPTO Serial Number	USPTO Reg. Number	Mark	Mark Drawing Code
1	86198567	4609393	Wacky Weekday	Std. Character Mark
2	85150857	4043218	Samazon Ropes Adventure	 Design plus Words, Letters, and/or Numbers
3	85150875	4071705	Samazon	Std. Character Mark
4	78681260	3648850	Sahara Sam's Oasis Indoor Water Park	 Design plus Words, Letters, and/or Numbers
5	78677074	3633166	Sahara Sam's Oasis Indoor Water Park	 Design plus Words, Letters, and/or Numbers
6	77588238	3670838	 Design Only	
7	77588228	3710185	 Design Only	
8	77233652	3648159	Sahara Sam's Oasis	Std. Character Mark
9	77233662	3651808	Sahara Sam's Oasis Indoor Water Park	Std. Character Mark