

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM386755

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP (as Successor Collateral Agent to General Electric Capital Corporation)		05/03/2016	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Festival Fun Parks, LLC (Successor in Interest to Wonderland Amusement Management, LLC)		
Street Address:	4590 MacArthur Blvd.		
Internal Address:	Suite 400		
City:	Newport Beach		
State/Country:	CALIFORNIA		
Postal Code:	92660		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 51			
Property Type	Number	Word Mark	
Registration Number:	1535831	BLACK HOLE	
Registration Number:	2554978	CASTLE PARK	
Registration Number:	3693074	DAYCATION	
Registration Number:	3693075	DAYCATION	
Registration Number:	3561833	THE DAYCATION DESTINATION	
Registration Number:	3561848	THE DAYCATION DESTINATION	
Registration Number:	3761788	DR. VON DARK'S TUNNEL OF TERROR	
Registration Number:	3761789	DR. VON DARK'S TUNNEL OF TERROR	
Registration Number:	2489997	EARTH CAMP	
Registration Number:	2497594	EARTH CAMP	
Registration Number:	2197511	HIGH EXTREME	
Registration Number:	3610067	HONOLULU HALF PIPE	
Registration Number:	3610068	HONOLULU HALF PIPE	
Registration Number:	1162253	KAMIKAZE	
Registration Number:	3440786	KENNYWOOD	
Registration Number:	1311539	LAZY RIVER	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	2468658	MALIBU SPEEDZONE
Registration Number:	2463078	MALIBU SPEEDZONE
Registration Number:	2599231	MERLIN'S REVENGE
Serial Number:	85202189	PALACE ENTERTAINMENT
Registration Number:	1348649	RAGING WATERS
Registration Number:	3256259	SANDCASTLE
Registration Number:	3723418	SCREAMIN DEMON
Registration Number:	3723419	SCREAMIN DEMON
Registration Number:	2029600	SPLASH ISLAND ADVENTURE
Registration Number:	3138856	SPLISH SPLASH
Registration Number:	3139049	SPLISH SPLASH
Registration Number:	1750522	
Registration Number:	3821857	THE BERMUDA TRIANGLE
Registration Number:	1755840	THE WORLD'S GREATEST WATER ADVENTURE
Registration Number:	2991908	THUNDER RAPIDS
Registration Number:	1226220	WET 'N WILD
Registration Number:	2199474	WET'N WILD
Registration Number:	2194958	WET 'N WILD
Registration Number:	2129170	WET'N WILD
Registration Number:	2195012	WET'N WILD
Registration Number:	1578214	WILD WATERS
Registration Number:	1794443	WILLY WILLY
Registration Number:	1693572	WILLY-WILLY
Registration Number:	4037884	OLD MILL STREAM
Registration Number:	4037885	OLD MILL STREAM
Registration Number:	2613584	NOAH'S ARK
Registration Number:	2098327	ENDLESS RIVER
Registration Number:	772473	MIAMI SEAQUARIUM
Registration Number:	2980590	MIAMI SEAQUARIUM
Registration Number:	767700	SEAQUARIUM
Registration Number:	1648383	SEAQUARIUM
Registration Number:	2872228	A KINGDOM FOR KIDS!
Registration Number:	2872229	A KINGDOM FOR KIDS!
Registration Number:	2947909	DUTCH WINTER WONDERLAND
Registration Number:	1899268	DUTCH WONDERLAND

CORRESPONDENCE DATA

Fax Number: 2124552502

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: (212) 455-3948
Email: ksolomon@stblaw.com
Correspondent Name: Jeff Levine, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	073261/0002
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NAME OF SUBMITTER:	Jeff Levine
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SIGNATURE:	/JL/
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DATE SIGNED:	06/06/2016
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Total Attachments: 7

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RELEASE OF TRADEMARK SECURITY AGREEMENT

This **RELEASE OF TRADEMARK SECURITY AGREEMENT** (this “Release”) is dated as of May 3, 2016 by Antares Capital LP, a Delaware limited partnership (“Antares”), acting in its capacity as the successor collateral agent to General Electric Capital Corporation (“GECC”) (in such capacity, the “Collateral Agent”), in favor of Festival Fun Parks, LLC (successor in interest to Wonderland Amusement Management, LLC) (the “Grantor”). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (as defined below).

WHEREAS, the Grantor, Borrower the Collateral Agent and the other parties thereto entered into that certain Pledge and Security Agreement, dated as of February 28, 2011 (the “Security Agreement”), pursuant to which Grantor executed and delivered to the Collateral Agent that certain Trademark Security Agreement, dated as of February 28, 2011 (the “Initial Trademark Security Agreement”), and Grantor and the Collateral Agent entered into additional Trademark Security Agreements dated March 30, 2012 and July 11, 2014 respectively (collectively, the “Subsequent Trademark Security Agreements” and together with the Initial Trademark Security Agreement the “Trademark Security Agreements”), for recordation with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreements were recorded with the United States Patent and Trademark Office on March 9, 2011 at Reel/Frame 4493/0345 in favor of GECC;

WHEREAS, pursuant to the terms and conditions of the Security Agreement and the Trademark Security Agreements, the Grantor granted to the Collateral Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest (the “Security Interest”) in all of the Grantors’ respective right, title and interest in, to and under the Trademark Collateral (as defined below);

WHEREAS, pursuant to certain assignment arrangements, including that certain Assignment of Intellectual Property Security Agreement dated as of August 21, 2015 between GECC and Antares, GECC was replaced by Antares as Collateral Agent and consequently Antares acquired all of the Collateral Agent’s right, title and interest in the Trademark Collateral;

WHEREAS, the Assignment of Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on August 24, 2015 at Reel/Frame 5606/0919 in favor of Antares; and

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its security interest in the Trademark Collateral.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

The term “Trademark Collateral,” as used herein, shall mean all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, services marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature,


whether or not registered, and with respect to any and all of the foregoing; (i) all registrations and applications therefor including without limitation, the registrations and applications listed or required to be listed in Schedule I attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing for any injury to the related goodwill, and (v) all proceeds of the foregoing, including without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto (collectively, "Trademarks")

The Collateral Agent, on behalf of the Secured Parties, hereby terminates, releases and forever discharges the Security Interest in the Trademark Collateral, without recourse, representation, warranty or other assurance of any kind, and retransfers and reassigns to the Grantor any right, title or interest of the Collateral Agent in, to or under the Trademark Collateral.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized signatory effective as of the date first above written.

ANTARES CAPITAL LP, as Collateral Agent

By: 
Name: Colin W. Torrance
Title: Duly Authorized Signatory

Schedule 1

to

RELEASE OF TRADEMARK SECURITY AGREEMENT

Grantor: Festival Fun Parks, LLC

Mark	App. No. Filing Date	Reg. No. Reg. Date
BLACK HOLE	73/746353 08/15/1988	1535831 04/18/1989
CASTLE PARK	76/041250 05/04/2000	2554978 04/02/2002
DAYCATION	77/170405 05/01/2007	3693074 10/06/2009
	77/170422 05/01/2007	3693075 10/06/2009
THE DAYCATION DESTINATION	77/170423 05/01/2007	3561833 01/13/2009
	77/177653 05/10/2007	3561848 01/13/2009
DR. VON DARK'S TUNNEL OF TERROR	77/625898 12/03/2008	3761788 03/16/2010
	77/625917 12/03/2008	3761789 03/16/2010
EARTH CAMP	75/793238 09/07/1999	2489997 09/18/2001
	75/793218 09/07/1999	2497594 10/16/2001
HIGH EXTREME	75/295826 05/21/1997	2197511 10/20/1998
HONOLULU HALF PIPE	77/446419 04/11/2008	3610067 04/21/2009
	77/446469 04/11/2008	3610068 04/21/2009
KAMIKAZE	73/236189 10/22/1979	1162253 07/21/1981
KENNYWOOD	78/955690 08/18/2006	3440786 06/03/2008
LAZY RIVER	73/467352	1311539

Mark	App. No. Filing Date	Reg. No. Reg. Date
	02/27/1984	12/25/1984
MALIBU SPEEDZONE	75/334124 08/01/1997	2468658 07/17/2001
	75/351249 09/03/1997	2463078 06/26/2001
MERLIN'S REVENGE	76/201751 01/30/2001	2599231 07/23/2002
	85/202189 12/20/2010	
RAGING WATERS	73/498924 09/11/1984	1348649 07/09/1985
SANDCASTLE	78/955717 08/18/2006	3256259 06/26/2007
SCREAMIN DEMON	77/564756 09/08/2008	3723418 12/08/2009
	77/564763 09/08/2008	3723419 12/08/2009
SPLASH ISLAND ADVENTURE	74/667688 04/28/1995	2029600 01/14/1997
SPLISH SPLASH	78/719821 09/23/2005	3138856 09/05/2006
	78/728839 10/07/2005	3139049 09/05/2006
	74/260678 03/30/1992	1750522 02/02/1993
THE BERMUDA TRIANGLE	77/911401 01/13/2010	3821857 07/20/2010
THE WORLD'S GREATEST WATER ADVENTURE	74/296878 07/23/1992	1755840 03/02/1993
THUNDER RAPIDS	78/363500 02/05/2004	2991908 09/06/2005
WET 'N WILD	73/176927 07/03/1978	1226220 02/01/1983
	75/278490 04/21/1997	2199474 10/27/1998
	75/267814 04/02/1997	2194958 10/13/1998

Mark	App. No. Filing Date	Reg. No. Reg. Date
	75/268282 04/02/1997	2129170 01/13/1998
	75/278546 04/21/1997	2195012 10/13/1998
	73799406 05/11/1989	1578214 01/16/1990
	74/035944 03/08/1990	1794443 09/21/1993
WILLY-WILLY	74/035724 03/07/1990	1693572 06/09/1992
OLD MILL STREAM	85/248,818 02/22/2011	4037884 10/11/2011
	85/248,824 02/22/2011	4037885 10/11/2011
	75/072,459 03/14/1996	2,613,584 09/03/2002
ENDLESS RIVER	75/095,340 04/29/1996	2,098,327 09/16/1997
MIAMI SEAQUARIUM	72/170926, 6/13/1963	0,772,473 06/30/1964
MIAMI SEAQUARIUM	76/579329 3/4/2004	2,980,590 08/02/2005
SEAQUARIUM	72/170924, 6/13/1963	0,767,700 03/31/1964
SEAQUARIUM	73/837194, 11/9/1989	1,648,383 06/18/1991
	76/396030 04/15/2002	2872228 08/10/2004
A KINGDOM FOR KIDS!	76/396032 04/15/2002	2872229 08/10/2004

Mark	App. No. Filing Date	Reg. No. Reg. Date
DUTCH WINTER WONDERLAND	78/385616 03/17/2004	2947909 05/10/2005
DUTCH WONDERLAND	74/481273 01/24/1994	1899268 06/13/1995