

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM390858

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wilmington Trust, National Association (successor by merger to Wilmington Trust FSB)		06/28/2016	National Association: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Festival Fun Parks, LLC		
<b>Street Address:</b>	4590 MacArthur Blvd.		
<b>Internal Address:</b>	Suite 400		
<b>City:</b>	Newport Beach		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92660		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2613584	NOAH'S ARK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124552502		
<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>	(212) 455-3948		
<b>Email:</b>	ksolomon@stblaw.com		
<b>Correspondent Name:</b>	Jeff Levine, Esq.		
<b>Address Line 1:</b>	Simpson Thacher & Bartlett LLP		
<b>Address Line 2:</b>	425 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	073261/0002		
<b>NAME OF SUBMITTER:</b>	Jeff Levine		
<b>SIGNATURE:</b>	/JL/		
<b>DATE SIGNED:</b>	07/08/2016		
<b>Total Attachments: 3</b>			

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS dated as of June 28, 2016 (this "Termination and Release"), from Wilmington Trust, National Association (successor by merger to Wilmington Trust FSB) in its capacity as Collateral Agent (the "Agent"), to Festival Fun Parks, LLC, a Delaware limited liability company (the "Grantor").

WITNESSETH:

WHEREAS, the Grantor is party to a Pledge and Security Agreement, dated as of February 28, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), among Palace Entertainment Holdings, LLC (the "Borrower"), the other entities from time to time party thereto and the Agent, pursuant to which the Grantor granted a security interest (the "Security Interest") to the Agent in the Trademark Collateral (as defined below);

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantor and the Agent entered into the Trademark Security Agreement, dated as of March 30, 2012 (the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on May 25, 2012, at Reel 4788 and Frame 0472; and

WHEREAS, the Agent now desires to terminate and release the entirety of the Security Interest in the Trademark Collateral.

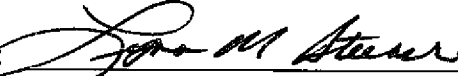
NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all indebtedness and other obligations secured by the Trademark Collateral, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature in, to and under the Trademarks listed on Schedule A hereto, including the right to receive all Proceeds therefrom. Unless otherwise defined herein or the context otherwise requires, terms used in this Termination and Release, including the preamble and the recitals, have the meanings provided or provided by reference in the Pledge and Security Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges the Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in the Trademark Collateral shall hereby cease and become void.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

Wilmington Trust, National Association

By: 

Name: Lynn M. Steiner

Title: Vice President

**Schedule A**

**U.S. Trademark Registrations and Applications**

**Grantor: Festival Fun Parks, LLC**

<b>Title</b>	<b>App. No./ Reg. No.</b>
NOAH'S ARK	2613584