

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM424049

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Carowinds LLC		04/13/2017	Limited Liability Company: DELAWARE
Cedar Fair, L.P.		04/13/2017	Limited Partnership: DELAWARE
Cedar Point Park, LLC		04/13/2017	Limited Liability Company: DELAWARE
Dorney Park LLC		04/13/2017	Limited Liability Company: DELAWARE
Kings Dominion LLC		04/13/2017	Limited Liability Company: DELAWARE
Kings Island Park LLC		04/13/2017	Limited Liability Company: DELAWARE
Millennium Operations LLC		04/13/2017	Limited Liability Company: DELAWARE
Valley Fair LLC		04/13/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	10 S. Dearborn, 7th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Serial Number:	86386200	FEEL THE STING
Serial Number:	86303893	FURY 325
Serial Number:	86173145	FURY
Serial Number:	86806546	
Serial Number:	86094874	CENTURION
Serial Number:	86806557	FUNPIX
Serial Number:	86425386	BACKYARD BALL

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86616518	COASTER CAMPOUT
Serial Number:	86423002	VOYAGE TO THE IRON REEF
Serial Number:	86658981	CEDAR FAIR
Serial Number:	86424523	RUN & RIDE
Serial Number:	86216203	FUN TV
Serial Number:	85883354	AMUSEMENT DARK
Serial Number:	85897581	FASTPAY
Serial Number:	87316156	CEDAR POINT
Serial Number:	87156800	CEDAR POINT SHORES
Serial Number:	86601000	VALRAVN
Serial Number:	86317000	ROUGAROU
Serial Number:	87316171	DORNEY PARK
Serial Number:	87316194	KINGS DOMINION
Serial Number:	87316181	KINGS ISLAND
Serial Number:	87120670	MYSTIC TIMBERS
Serial Number:	86683564	CAROLINA HARBOR
Serial Number:	87316205	VALLEYFAIR

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: Michael Violet

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	04/18/2017

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** dated as of April 13, 2017 (as amended, supplemented or otherwise modified from time to time, this "Agreement") is made by **CAROWINDS LLC, CEDAR FAIR, L.P., CEDAR POINT PARK LLC, DORNEY PARK LLC, KINGS DOMINION LLC, KINGS ISLAND PARK LLC, MILLENNIUM OPERATIONS LLC** and **VALLEY FAIR LLC** (collectively, the "Grantors") in favor of **JPMORGAN CHASE BANK, N.A.**, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Cedar Fair, L.P., Magnum Management Corporation, Millennium Operations LLC (collectively, the "Borrowers") and Canada's Wonderland Company (the "Canadian Borrower"), the lenders party thereto and the Collateral Agent have entered into Restatement Agreement, dated as of April 13, 2017 (the "Amendment"), with respect to the Credit Agreement, dated as of March 6, 2013 (as amended, supplemented or modified from time to time, the "Existing Credit Agreement"; the Existing Credit Agreement, as amended and restated by the Amendment and as the same may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers and the Canadian Borrower under the Credit Agreement that Cedar Fair, L.P. and certain of its subsidiaries shall have executed and delivered that certain Amended and Restated Guarantee and Collateral Agreement, dated as of April 13, 2017, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain property, including without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the benefit of the Secured Parties, and has agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree as follows:

SECTION 1. DEFINED TERMS. Capitalized terms not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. As collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of such Grantors' Obligations, the Grantors hereby grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of Grantors' right, title, and interest in, to and under the following, whether now owned or existing or at any time acquired by such Grantors or in which such Grantors now have or at any time in the future may acquire (collectively, the "Trademark Collateral");

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, trade dress, domain names, and other source or business identifiers, all registrations, recordings and renewals thereof, and all applications in connection therewith arising under the laws of the United States or Canada or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, each registered trademark and trademark application identified in Schedule A hereto, (ii) the right to obtain all renewals thereof, (iii) all of the goodwill associated with any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements, dilutions or other violations thereof, (v) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements, dilutions, or other violations thereof), and (vi) all other rights of any kind whatsoever accruing thereunder or pertaining thereto;

(b) any written agreement providing for the grant by or to any Person of any right to use any Trademark and all income, royalties, and other payments due and/or payable with respect thereto; and

(c) notwithstanding the foregoing, Trademark Collateral shall exclude trademark applications filed in the United States Patent and Trademark Office on the basis of the Grantors' "intent-to-use" such trademark, unless and until acceptable evidence of use of the Trademark has been filed and accepted with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting a Lien in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application; provided that, upon filing such evidence, such application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral.

SECTION 3. PRECEDENCE. This Agreement has been executed in conjunction with the provisions of the Guarantee and Collateral Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted herein are in addition to those set forth in the Guarantee and Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall control.

SECTION 4. RECORDATION. The Grantors authorize and request that the United States Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 5. GENERAL.

(a) Governing Law. THIS DOCUMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

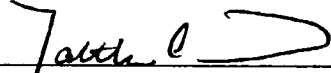
(b) Counterparts. This Agreement may be executed in any number of counterparts (including by facsimile), each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

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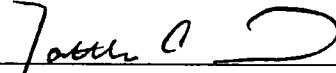
IN WITNESS WHEREOF, the Grantors have caused this Agreement to be duly executed and delivered as of the date first above written.

CEDAR FAIR, L.P.

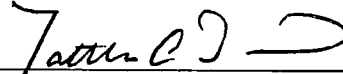
By: Cedar Fair Management Inc., its General Partner

By: 
Name: Matthew A. Ouimet
Title: Chief Executive Officer


MILLENNIUM OPERATIONS LLC

By: 
Name: Matthew A. Ouimet
Title: President and Chief Executive Officer

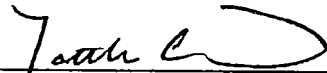
CAROWINDS LLC

By: 
Name: Matthew A. Ouimet
Title: President and Chief Executive Officer

CEDAR POINT PARK LLC

By: 
Name: Matthew A. Ouimet
Title: President and Chief Executive Officer

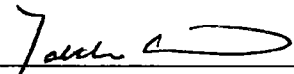
DORNEY PARK LLC

By: 
Name: Matthew A. Ouimet
Title: President and Chief Executive Officer

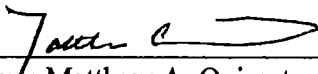
[Cedar Fair – Trademark Security Agreement]

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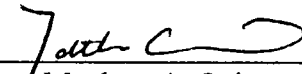
KINGS DOMINION LLC

By: 
Name: Matthew A. Ouimet
Title: President and Chief Executive Officer

KINGS ISLAND PARK LLC

By: 
Name: Matthew A. Ouimet
Title: President and Chief Executive Officer

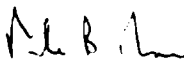
VALLEYFAIR LLC

By: 
Name: Matthew A. Ouimet
Title: President and Chief Executive Officer

[Cedar Fair – Trademark Security Agreement]

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JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 

Name: Peter Thauer

Title: Managing Director

[Cedar Fair – Trademark Security Agreement]

TRADEMARK
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United States Intellectual Property**U.S. Trademark Registrations and Applications:**

	Owner	Trademark	Serial No. Filing Date	Reg. No. Reg. Date
1.	Carowinds LLC	FEEL THE STING	86386200 09/05/2014	4875389 12/22/2015
2.	Carowinds LLC	FURY 325	86303893 06/09/2014	4783200 07/28/2015
3.	Carowinds LLC	FURY	86173145 01/23/2014	4782776 07/28/2015
4.	Cedar Fair, L.P.	DESIGN ONLY	86806546 11/02/2015	Pending ITU
5.	Cedar Fair, L.P.	CENTURION	86094874 10/18/2013	Pending ITU
6.	Cedar Fair, L.P.	FUNPIX	86806557 11/02/2015	5065754 10/18/2016
7.	Cedar Fair, L.P.	BACKYARD BALL	86425386 10/16/2014	Pending ITU
8.	Cedar Fair, L.P.	COASTER CAMPOUT	86616518 05/01/2015	4953245 05/03/2016
9.	Cedar Fair, L.P.	VOYAGE TO THE IRON REEF	86423002 10/14/2014	4893564 01/26/2016
10.	Cedar Fair, L.P.	CEDAR FAIR	86658981 06/11/2015	4867181 12/08/2015
11.	Cedar Fair, L.P.	RUN & RIDE	86424523 10/15/2014	4767816 07/07/2015
12.	Cedar Fair, L.P.	FUN TV	86216203 03/10/2014	4732922 05/05/2015
13.	Cedar Fair, L.P.	AMUSEMENT DARK	85883354 03/22/2013	4704354 03/17/2015
14.	Cedar Fair, L.P.	FASTPAY	85897581 04/08/2013	4496218 03/11/2014
15.	Cedar Point Park LLC	CEDAR POINT	87316156 01/27/2017	
16.	Cedar Point Park LLC	CEDAR POINT SHORES	87156800 08/31/2016	Pending ITU
17.	Cedar Point Park LLC	VALRAVN	86601000 04/17/2015	5125018 01/17/2017
18.	Cedar Point Park LLC	ROUGAROU	86317000 06/23/2014	4796531 08/18/2015
19.	Dorney Park LLC	DORNEY PARK	87316171 01/27/2017	
20.	Kings Dominion LLC	KINGS DOMINION	87316194 01/27/2017	
21.	Kings Island Park LLC	KINGS ISLAND	87316181 01/27/2017	
22.	Kings Island Park LLC	MYSTIC TIMBERS	87120670 07/29/2016	Pending ITU
23.	Millennium Operations LLC	CAROLINA HARBOR	86683564 07/06/2015	5167184 03/21/2017

	Owner	Trademark	Serial No. Filing Date	Reg. No. Reg. Date
24.	Valleyfair LLC	VALLEYFAIR	87316205 01/27/2017	

EXCLUSIVE LICENSES UNDER REGISTERED U.S. TRADEMARKS AND APPLICATIONS

None.