

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM428187

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CLP Pacific Park, LLC		04/06/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EPR Parks, LLC		
<b>Street Address:</b>	909 Walnut		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Kansas City		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	64106		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2716376		
<b>Registration Number:</b>	3017450	PACIFIC PARK	
<b>Serial Number:</b>	87045347	PACIFIC PARK SANTA MONICA PIER 20 YEARS	
<b>Serial Number:</b>	87045196	PACIFIC PARK SANTA MONICA PIER	
<b>Serial Number:</b>	87045262	PACIFIC PARK SANTA MONICA PIER	
<b>Registration Number:</b>	2510397		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123553333		
<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>	2128138800		
<b>Email:</b>	NY-TM-Admin@goodwinprocter.com		
<b>Correspondent Name:</b>	GOODWIN/Janis Nici		
<b>Address Line 1:</b>	620 Eighth Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10018		
<b>NAME OF SUBMITTER:</b>	Janis Nici		
<b>SIGNATURE:</b>	/janis nici/		
<b>DATE SIGNED:</b>	05/19/2017		

OP \$165.00 2716376

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective as of this 6 day of April, 2017, by and between CLP Pacific Park, LLC, a limited liability company organized and existing under the laws of Delaware, and having a usual place of business at 909 Walnut, Suite 200, Kansas City, MO 64106 ("Assignor") and EPR Parks, LLC, a limited liability company organized and existing under the laws of Delaware, and having a usual place of business at 909 Walnut, Suite 200, Kansas City, MO 64106 ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Agreement and Plan of Merger, dated as of April 6, 2017 (the "Merger Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee all of the assets of Assignor, including the Marks and the goodwill of the business symbolized thereby;

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby;

WHEREAS, Assignor is conveying the Marks to Assignee as part of the transfer of the stock of a going business; and

WHEREAS, the execution and delivery of this Assignment is a condition to closing under the Merger Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Merger Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith and all associated registrations therefor, together with the benefit of all use of the Marks), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

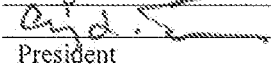
Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any U.S. State, or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument. To the extent Assignor retains any right, title or interest in or to the Marks that cannot be assigned to Assignee pursuant to this Assignment, then Assignor hereby agrees to waive for all time any claims that Assignor may have concerning the Marks. Assignor shall make no further use of the Marks for its own benefit or the benefit of another, nor shall Assignor challenge Assignee's use of the Marks after the date of this Assignment.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

This Assignment will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns, subject to the conditions hereof.

*[Signature page follows]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: CLP Pacific Park, LLC  
Name: Craig L. Evans  
Signature:   
Title: President

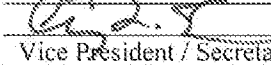
ASSIGNEE: EPR Parks, LLC  
Name: Craig L. Evans  
Signature:   
Title: Vice President / Secretary

Exhibit A

Marks

<i>Mark</i>	<i>Jurisdiction</i>	<i>Serial No. &amp; Filing Date</i>	<i>Registration No. &amp; Date of Registration</i>
Design (four abstract squares)	Federal		2716376 & 5/13/2003
PACIFIC PARK	Federal		3017450 & 11/22/2005
PACIFIC PARK SANTA MONICA PIER 20 YEARS	Federal	87045347 & 5/20/2016	—
PACIFIC PARK SANTA MONICA PIER	Federal	87045196 & 5/20/2016	—
PACIFIC PARK SANTA MONICA PIER	Federal	87045262 & 5/20/2016	—
Design (four abstract squares)	Federal		2510397 & 11/20/2001