

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428196

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLP Darien Lake, LLC		04/06/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	EPR Parks, LLC		
Street Address:	909 Walnut		
Internal Address:	Suite 200		
City:	Kansas City		
State/Country:	MISSOURI		
Postal Code:	64106		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2891370	DARIEN LAKE	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	2128138800		
Email:	NY-TM-Admin@goodwinprocter.com		
Correspondent Name:	GOODWIN/Janis Nici		
Address Line 1:	620 Eighth Avenue		
Address Line 4:	New York, NEW YORK 10018		
NAME OF SUBMITTER:	Janis Nici		
SIGNATURE:	/janis nici/		
DATE SIGNED:	05/19/2017		
Total Attachments: 3			
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OP \$40.00 2891370

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective as of this 6 day of April 2017, by and between CLP Darien Lake, 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 Darien Lake, 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>Registration No. & Date</i>
DARIEN LAKE	Federal	2891370 & 10/5/2004