

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM435506

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Manufacturers and Traders Trust Company		07/12/2017	Banking Corporation: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	MSH South Inc.
<b>Street Address:</b>	27 W. Chocolate Avenue
<b>City:</b>	Hershey
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	17033
<b>Entity Type:</b>	Corporation: DELAWARE

**PROPERTY NUMBERS Total: 45**

Property Type	Number	Word Mark
Registration Number:	1227843	ZOOAMERICA
Registration Number:	1385521	EXECUTIVE PRIVILEGES
Registration Number:	1436780	ZOOAMERICA
Registration Number:	1436886	BREAKAWAY
Registration Number:	1877215	TIDAL FORCE
Registration Number:	1884046	SOOPERDOOPERLOOPER
Registration Number:	1934731	COME BACK GUARANTEE
Registration Number:	1957637	TIDAL FORCE
Registration Number:	2190010	GREAT BEAR
Registration Number:	2233029	GREAT BEAR
Registration Number:	2302893	LEBBIE LEBKICHER'S EATERY & PUB
Registration Number:	2302746	LEBBIE LEBKICHER'S
Registration Number:	2453117	
Registration Number:	2519531	
Registration Number:	2453122	MERRY DERRY DIP
Registration Number:	2457219	GRINDER'S GOURMET COFFEE SHOP
Registration Number:	2511169	LIGHTNING RACER
Registration Number:	2511170	LIGHTNING RACER
Registration Number:	2506735	SWEETEST SUITES

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1899268	DUTCH WONDERLAND
Registration Number:	1907715	CASTLE GIFT SHOP
Registration Number:	1967484	WAX MUSEUM OF LANCASTER COUNTY HISTORY
Registration Number:	2616495	COCOA BEANERY
Registration Number:	2649296	CHRISTMAS CANDYLANE
Registration Number:	2715528	CREATURES OF THE NIGHT
Registration Number:	2567381	OLD MILL STREAM CAMPING MANOR
Registration Number:	2563697	DISCOVER LANCASTER COUNTY HISTORICAL MUS
Registration Number:	2687402	ROLLER SOAKER
Registration Number:	2763470	COCOA SUITES
Registration Number:	2872229	A KINGDOM FOR KIDS!
Registration Number:	2872228	A KINGDOM FOR KIDS!
Registration Number:	2947909	DUTCH WINTER WONDERLAND
Registration Number:	2933840	STORM RUNNER
Registration Number:	3005094	STORM RUNNER
Registration Number:	2972282	RANGER SCRATCH
Registration Number:	3014047	VERTICAL HORSEPOWER
Registration Number:	3195655	CHOCOLATE SPA
Registration Number:	3195652	SWEETMAIL
Registration Number:	3035431	SWEET INDULGENCE
Registration Number:	3035395	COCOA KIDS CLUB
Registration Number:	3844599	CHOCOLATE-COVERED FEBRUARY
Registration Number:	4212484	CIRCULAR DINING ROOM
Registration Number:	3541366	FAHRENHEIT
Registration Number:	4203432	SKYRUSH
Registration Number:	4195919	SKYRUSH

**CORRESPONDENCE DATA**

Fax Number: 3122076400

*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: 312-207-1000

Email: ipdocket-chi@reedsmith.com

Correspondent Name: Matthew R. Limbert

Address Line 1: 10 South Wacker Drive

Address Line 2: Reed Smith, LLP

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER: Matthew R. Limbert

SIGNATURE: /Matthew R. Limbert/

**DATE SIGNED:**

07/18/2017

**Total Attachments: 9**

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## RELEASE OF PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Release of Patent, Trademark and Copyright Security Agreement ("Release") is made effective as of July 12, 2017 by MANUFACTURERS AND TRADERS TRUST COMPANY in its capacity as administrative agent for itself and other credit parties (the "Administrative Agent"), to HERSHEY ENTERTAINMENT & RESORTS COMPANY, a Pennsylvania corporation; REGIONAL ARENA MANAGEMENT, LLC, a Pennsylvania limited liability company; MSH SOUTH INC., a Delaware corporation; HERSHEY ESTATES, INC., a Pennsylvania corporation; and WONDERLAND AMUSEMENT MANAGEMENT, LLC, a Pennsylvania limited liability company (collectively, the "Pledgor"), as follows:

WHEREAS, pursuant to that certain Credit Agreement (the "Credit Agreement"), dated as of February 20, 2008, the Pledgor granted to the Administrative Agent a security interest in intellectual property as security for loans and other obligations;

WHEREAS, pursuant to the Credit Agreement, the Pledgor and Administrative Agent entered into a Patent, Trademark and Copyright Security Agreement, dated as of February 20, 2008 (the "Security Agreement"), a First Amendment to Patent, Trademark and Copyright Security Agreement, effective as of December 10, 2010 ("First Amendment") and a Reaffirmation Agreement, dated as of January 17, 2013 (the "Reaffirmation Agreement"), pursuant to which the Pledgor granted to the Administrative Agent a continuing security interest in all right, title and interest of the Pledgor in, to and under certain of the Patents, Trademarks and Copyrights (as defined in the Security Agreement, First Amendment, and Reaffirmation Agreement) listed on the attached Schedule A, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (collectively, the "Security Agreement Collateral");

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office on February 26, 2008 at Reel 020555 / Frame 0429 (Patents), with a corrected recording on March 12, 2008 at Reel 020638 / Frame 0299 (Patents), and on February 29, 2008 at Reel 003729 / Frame 0628 (Trademarks);

WHEREAS, the Security Agreement was recorded in the United States Copyright Office on March 13, 2008 at V3562D300.

WHEREAS, the First Amendment was recorded in the United States Copyright Office on November 15, 2010 at V3596D524.

WHEREAS, the Reaffirmation Agreement was recorded in the United States Patent and Trademark Office on February 4, 2013 at Reel 004955 / Frame 0360 (Trademarks);

WHEREAS, the Administrative Agent wishes to release its security interest in the Security Agreement Collateral.

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

1. Release. The Administrative Agent hereby, without warranty as to status of title or priority of the encumbrances being hereby released, releases, discharges, terminates and cancels all right, title and interest in, to and under the Security Agreement Collateral, including, without limitation, any security interest it may have in the Security Agreement Collateral and the goodwill of the business connected with the use of, and symbolized by, the Security Agreement Collateral, and retransfers and reassigns any and all right, title, and interest it may have in the foregoing without recourse solely as to the Pledgor.

2. Further Assurances. At the request and expense of the Pledgor, the Administrative Agent hereby agrees to perform all other and further acts, and provide to the Pledgor and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Pledgor to retransfer and reassign any and all right, title and interest it may have in the Security Agreement Collateral without recourse to the Pledgor.

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized officer.

MANUFACTURERS AND TRADERS  
TRUST COMPANY, as Administrative  
Agent

By: 

Name: Andrew Hetrick  
Title: Vice President

**SCHEDULE A**

**LIST OF REGISTERED PATENTS, TRADEMARKS,  
TRADE NAMES AND COPYRIGHTS**

**Patents**

<b>Grantor</b>	<b>Title</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Status</b>
MSH South Inc.	WHIPPED COCOA BATH	Reg. No. 6,753,303		Registered

**Patent Licenses**

None

**Trademarks**

<b>Grantor</b>	<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Status</b>
Borrower	ZOOAMERICA (design) Sec. 8 Sec. 15 Sec. 8 & 9	1,227,843	2/15/83  10/3/88 10/3/88 2/6/03	N/A	N/A	Assigned to MSH South Inc.
Borrower	EXECUTIVE PRIVILEGES Sec. 8 Sec. 15 Sec. 8 & 9	1,385,521	3/4/86  9/9/91 1/28/92 11/24/06	N/A	N/A	Assigned to MSH South Inc.
Borrower	ZOOAMERICA (typed) Sec. 8 & 15 Sec. 8 & 9	1,436,780	4/4/87  10/6/92 7/19/06	N/A	N/A	Assigned to MSH South Inc.
Borrower	BREAKAWAY Sec. 8 & 15 Sec. 8 & 9	1,436,886	4/14/87  11/12/92 7/19/06	N/A	N/A	Assigned to MSH South Inc.
Borrower	TIDAL FORCE (typed) Sec. 8 & 15 Sec. 8 & 9	1,877,215	1/31/95  11/02/00 11/12/04	N/A	N/A	Assigned to MSH South Inc.
Borrower	SOOPER DOOPER LOOPER Sec. 8 & 15 Sec. 8 & 9	1,884,046	3/4/95  11/02/00 01/11/05	N/A	N/A	Assigned to MSH South Inc.

Grantor	Mark	Reg. No.	Reg. Date	Serial No.	Filing Date	Status
Borrower	COMEBACK GUARANTEE Sec. 8 & 15 Sec. 8 & 9	1,934,731	11/14/95  9/19/01 01/11/05	N/A	N/A	Assigned to MSH South Inc.
Borrower	TIDAL FORCE (design) Sec. 8 & 15 Sec. 8 & 9	1,957,637	2/20/96  12/14/01 9/03/05	N/A	N/A	Assigned to MSH South Inc.
Borrower	GREAT BEAR (typed) Sec. 8 & 15 Sec. 8 & 9	2,190,010	9/15/98  4/05/04 1/07/08	N/A	N/A	Assigned to MSH South Inc.
Borrower	GREAT BEAR (design) Sec. 8 & 15	2,233,029	3/16/99  8/10/04	N/A	N/A	Assigned to MSH South Inc.
Borrower	LEBBIE LEBKICHER'S (design) Sec. 8 & 15	2,302,893	12/21/99 6/22/07	N/A	N/A	Assigned to MSH South Inc.
Borrower	LEBBIE LEBKICHER'S (typed) Sec. 8 & 15	2,302,746	12/21/99  3/6/05	N/A	N/A	Assigned to MSH South Inc.
Borrower	Pinwheel design (typed) (b&w) Sec. 8 & 15	2,453,117	5/22/01  9/21/06	N/A	N/A	Assigned to MSH South Inc.
Borrower	Pinwheel design (design) (color)	2,519,531	12/18/01	N/A	N/A	Assigned to MSH South Inc.
Borrower	MERRY DERRY DIP Sec. 8 & 15	2,453,122	5/22/01  9/29/06	N/A	N/A	Assigned to MSH South Inc.
Borrower Abandoned	GRINDER'S GOURMET GRINDER SHOP	2,457,219	6/5/01	N/A	N/A	Assigned to MSH South Inc.
Borrower	LIGHTNING RACER (design) Sec. 8 & 15	2,511,169	11/20/01  4/25/07	N/A	N/A	Assigned to MSH South Inc.
Borrower	LIGHTNING RACER Sec. 8 & 15	2,511,170	11/20/01  5/24/07	N/A	N/A	Assigned to MSH South Inc.



Grantor	Mark	Reg. No.	Reg. Date	Serial No.	Filing Date	Status
Borrower	SWEETEST SUITES Sec. 8 & 15	2,506,735	11/13/01 8/31/07	N/A	N/A	Assigned to MSH South Inc.
Wonderland Amusement Management LLC	DUTCH WONDERLAND Sec. 8 Sec. 15 Sec. 8 & 9	1,899,268	6/13/95 6/14/01 12/30/04	N/A	N/A	Assigned to MSH South Inc.
Wonderland Amusement Management LLC	CASTLE GIFT SHOP Sec. 8 Sec. 15	1,907,715	7/25/95 6/14/01	N/A	N/A	Assigned to MSH South Inc.
Wonderland Amusement Management LLC	WAX MUSEUM OF LANCASTER COUNTY HISTORY	1,967,484	4/9/96	N/A	N/A	Assigned to MSH South Inc.
Borrower	COCOA BEANERY  Sec. 8 & 15	2,616,495	9/10/02  11/19/07	N/A	N/A	Assigned to MSH South Inc.
Borrower	CHRISTMAS CANDYLANE  Sec. 8 & 15	2,649,296	11/12/02  1/07/08	N/A	N/A	Assigned to MSH South Inc.
Borrower	CREATURES OF THE NIGHT	2,715,528	5/13/03	N/A	N/A	Assigned to MSH South Inc.
Wonderland Amusement Management LLC	OLD MILL STREAM CAMPING MANOR	2,567,381	5/7/02	N/A	N/A	Assigned to MSH South Inc.
Wonderland Amusement Management LLC	DISCOVER LANCASTER COUNTY HISTORY MUSEUM	2,563,697	4/23/02	N/A	N/A	Assigned to MSH South Inc.
Borrower	Roller Soaker	2,687,402	2/22/03	N/A	N/A	Assigned to MSH South Inc.
Borrower	COCOA SUITES	2,763,470	9/16/03	N/A	N/A	Assigned to MSH South Inc.

Grantor	Mark	Reg. No.	Reg. Date	Serial No.	Filing Date	Status
Wonderland Amusement Management LLC	A KINGDOM FOR KIDS! (typed)	2,872,229	8/10/04		N/A	Assigned to MSH South Inc.
Wonderland Amusement Management LLC	A KINGDOM FOR KIDS! (design)	2,872,228	8/10/04		N/A	Assigned to MSH South Inc.
Wonderland Amusement Management LLC	Dutch Winter Wonderland	2,947,909	5/10/05			Assigned to MSH South Inc.
Borrower	Storm Runner (typed)	2,933,840	3/15/05			Assigned to MSH South Inc.
Borrower	Storm Runner (design)	3,005,094	10/04/05			Assigned to MSH South Inc.
Borrower	Ranger Scratch	2,972,282	7/19/05			Assigned to MSH South Inc.
Borrower	Vertical Horsepower	3,014,047	11/08/05			Assigned to MSH South Inc.
Borrower	Haunted Harvest	N/A	N/A	Abandoned		
MSH South Inc.	Chocolate Spa	3,195,655	1/09/07			
MSH South Inc.	Sweetmail	3,195,652	1/09/07			
MSH South Inc.	Sweet Indulgence	3,035,431	12/27/05			
MSH South Inc.	Cocoa Kid's Club	3,035,395	12/27/05			

Grantor	Mark	Reg. No.	Reg. Date	Serial No.	Filing Date	Status
Borrower	Turbulence			Abandoned		
MSH South Inc.	CHOCOLATE-COVERED FEBRUARY	3,844,599	9/07/10	N/A	N/A	
MSH South Inc.	CIRCULAR DINING ROOM	4,212,484	9/25/12	N/A	N/A	
MSH South Inc.	FAHRENHEIT	3,541,366	12/02/08	N/A	N/A	
MSH South Inc.	SKYRUSH (typed)	4,203,432	9/04/12	N/A	N/A	
MSH South Inc.	SKYRUSH (design)	4,195,919	8/21/12	N/A	N/A	

### Trademark Licenses

Licensor	Licensee	Date of License Agreement	Expiration Date	Trademarks Licensed
Hershey Foods Corporation	Borrower	March 1, 1985 and subsequent amendments	February 28, 2005	Various marks using the term "HERSHEY"
Borrower	MSH South Inc.	January 3, 1996 and subsequent amendments	January 2, 2016	Various marks using the term "HERSHEY"

### Copyrights

Claimant	Title	Reg. No.	Serial	Status
Borrower	Herco Salary Management Program	PA0000315704		
Borrower	"Hersheypark Happy" Jingle	SR0000098280		Assigned to Borrower pursuant to Document # V2438P042

Borrower	We Believe in Hospitality	SR0000037155		
Wonderland Amusement Management LLC	DWINGO	N/A	N/A	Assigned to MSH South Inc.
Wonderland Amusement Management LLC	Beyond the Castle Walls	TXu1-309-092		Assigned to MSH South Inc.

Copyright Licenses

None.

Trade Secret Licenses

None.