

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475720

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Royal Bank of Canada		05/24/2018	Bank: CANADA
RECEIVING PARTY DATA			
Name:	North American Midway Entertainment LLC		
Street Address:	109 South Main Street		
Internal Address:	P.O. Box 429		
City:	Farmland		
State/Country:	INDIANA		
Postal Code:	47340		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4497955		
Registration Number:	4497957		
Registration Number:	4665631	NORTH AMERICAN MIDWAY ENTERTAINMENT	
Registration Number:	4665632	NORTH AMERICAN MIDWAY ENTERTAINMENT	
CORRESPONDENCE DATA			
Fax Number:	2029567069		
<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:	(202) 956-7685		
Email:	carrierr@sullcrom.com, nguyenb@sullcrom.com		
Correspondent Name:	Rita M. Carrier		
Address Line 1:	1700 New York Avenue, N.W., Suite 700		
Address Line 2:	Sullivan & Cromwell LLP		
Address Line 4:	Washington, D.C. 20006-5215		
NAME OF SUBMITTER:	Rita M. Carrier		
SIGNATURE:	/Rita M. Carrier/		
DATE SIGNED:	05/29/2018		
Total Attachments: 5			

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**TERMINATION AND RELEASE OF SECURITY
INTEREST IN TRADEMARKS**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release") is made this 24th day of May, 2018, by Royal Bank of Canada, a bank organized and existing under the laws of Canada with an office at 20 King Street West, 4th Floor, Agency Services Group, Toronto, Canada M5H 1C4 ("Royal Bank"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below) in favor of North American Midway Entertainment LLC, a Delaware limited liability company, the address of which is 109 South Main Street, P.O. Box 429, Farmland, Indiana 47340 ("North American Midway").

WHEREAS, pursuant to the Credit Agreement dated as of April 1, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Borrower, the Lenders and Royal Bank, as Administrative Agent for the Lenders, the Lenders have severally agreed to provide term loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to the Guaranty and Security Agreement dated as of April 1, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower;

WHEREAS, North American Midway is a party to the Guaranty and Security Agreement and executed and delivered a Trademark Security Agreement dated as of October 8, 2015, which was recorded in the United States Patent and Trademark Office (the "USPTO") at Reel 5647, Frame 0328 (the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, North American Midway, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of its Secured Obligations, mortgaged, pledged and hypothecated to the Administrative Agent for the benefit of the Secured Parties, and granted to the Administrative Agent for the benefit of the Secured Parties, a Lien on, and security interest in, all of North American Midway's right, title and interest in, to and under the Trademark Collateral, as defined in the Trademark Security Agreement, including, without limitation, the Trademarks referred to on Schedule 1 hereto;

WHEREAS, under the conditions set forth in Section 10.10 of the Credit Agreement and Section 8.2 of the Guaranty and Security Agreement, North American Midway is automatically released from its guaranty of any Obligation, and all of North American Midway's obligations under the Guaranty and Security Agreement are terminated;

WHEREAS, based on certain representations, warranties and certifications made by the Borrower, the Administrative Agent agrees that the conditions set forth in Section 10.10 of the Credit Agreement and Section 8.2 of the Guaranty and Security Agreement have been fulfilled, and that the Lien and security interest that North American Midway granted to the

Administrative Agent for the benefit of the Secured Parties on and in all of North American Midway's right, title and interest in, to and under the Trademark Collateral have been terminated and released;

WHEREAS, the Administrative Agent is providing this Release for recordation in the USPTO to evidence the termination and release of the Lien and security interest that North American Midway granted to the Administrative Agent for the benefit of the Secured Parties on and in all of North American Midway's right, title and interest in, to and under the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, the Administrative Agent hereby states as follows:

1. Defined Terms. Capitalized terms used herein (including the recitals hereof) without definition are used as defined in the Guaranty and Security Agreement or the Trademark Security Agreement, as applicable.

2. Release of Security Interest in Trademark Collateral. The Lien and security interest granted to the Administrative Agent by North American Midway in all of its right, title and interest in, to and under the Trademark Collateral are hereby terminated and released by the Administrative Agent, without any recourse or warranty, and North American Midway is released and forever discharged, without recourse or warranty, from guaranty of any Obligation and from all of its obligations under the Trademark Security Agreement.

3. Further Assurances. Upon the reasonable request of North American Midway, the Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated by this Release. North American Midway shall pay the Administrative Agent's reasonable costs and expenses associated with providing such further documents and doing such other acts.

4. Authorization. The Administrative Agent hereby authorizes and requests the Commissioner of Trademarks of the United States to record this Release in the records of the USPTO.

5. General Provisions.

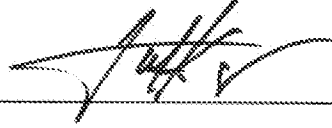
- a. This Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by Royal Bank and North American Midway or their respective successors and assigns.
- b. All rights hereunder shall accrue to, and all obligations hereunder shall be binding upon, the heirs, representatives, successors, assigns and transferees of Royal Bank and North American Midway.
- c. This Release and the transactions contemplated hereby, and all disputes between the parties under or relating to this Release or the facts or

circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

THE ADMINISTRATIVE AGENT: ROYAL BANK OF CANADA

By:



Name:

Rodica Dutka

Title:

Manager, Agency

[Signature Page to USPTO Trademark Release]

TRADEMARK

REEL: 006337 FRAME: 0139

SCHEDULE 1

Trademark	Application / Registration Number	Jurisdiction	Registrant
Carnival Horse Logo	86033167/ 4,497,955	U.S.	North American Midway Entertainment LLC
Carnival Horse Logo	86033171/ 4,497,957	U.S.	North American Midway Entertainment LLC
North American Midway Entertainment	86033174/ 4,665,631	U.S.	North American Midway Entertainment LLC
North American Midway Entertainment	86033175/ 4,665,632	U.S.	North American Midway Entertainment LLC