

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM512695

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Koch Family Entertainment LLC		02/06/2019	Limited Liability Company: ALABAMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	First Financial Bank, N.A.		
<b>Street Address:</b>	12600 Highway 41 North		
<b>City:</b>	Evansville		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	47725		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4315989	SPLASH ADVENTURE	
<b>Registration Number:</b>	4315990	SPLASH ADVENTURE WATERPARK	
<b>Registration Number:</b>	4315988	ALABAMA'S SPLASH ADVENTURE WATERPARK	
<b>Registration Number:</b>	3267930	ALABAMA ADVENTURE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3176361507		
<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>	3172386304		
<b>Email:</b>	rgoode@kdlegal.com		
<b>Correspondent Name:</b>	Robert J. Goode		
<b>Address Line 1:</b>	One Indiana Square, Suite 2800		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46204		
<b>NAME OF SUBMITTER:</b>	Robert J. Goode		
<b>SIGNATURE:</b>	/Robert J. Goode/		
<b>DATE SIGNED:</b>	03/05/2019		
<b>Total Attachments: 4</b>			
source=Trademark Security Agreement (First Financial Bank N.A. - Koch Family Entertainment LLC)#page1.tif			
source=Trademark Security Agreement (First Financial Bank N.A. - Koch Family Entertainment LLC)#page2.tif			

OP \$115.00 4315989

source=Trademark Security Agreement (First Financial Bank N.A. - Koch Family Entertainment LLC)#page3.tif  
source=Trademark Security Agreement (First Financial Bank N.A. - Koch Family Entertainment LLC)#page4.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated effective as of February 6, 2019, by **KOCH FAMILY ENTERTAINMENT LLC**, an Alabama limited liability company (the "Grantor"), in favor of **FIRST FINANCIAL BANK, N.A.**, a national banking association with a mailing address of 12600 Highway 41 North, Evansville, Indiana 47725, and its successors and assigns (the "Lender").

### RECITALS

A. This Agreement made in connection with certain loans in the aggregate principal amount of Four Million Three Hundred Thousand and No/100 Dollars (\$4,300,000.00) (collectively, the "Loan") made by Lender to Grantor pursuant to that certain Loan Agreement dated March 13, 2014 executed by Koch Parks, LLC and Koch Land Development (collectively, the "Original Borrower"), and Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, and as assigned to and assumed by Grantor, the "Loan Agreement") and evidenced by certain promissory notes executed by Original Borrower or Grantor from time to time (collectively, together with all extensions, renewals, replacements, restatements or modifications thereof being hereinafter referred to collectively, as the "Note").

B. Grantor has entered into a Security Agreement dated as of the date hereof (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Collateral Agreement") with Lender pursuant to which certain obligations of Grantor owed to Lender are secured, including without limitation the obligations with respect to the Loan Agreement as evidenced by the Note.

C. Pursuant to the terms of the Collateral Agreement, Grantor has granted to Lender a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement and the Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to Lender a security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Collateral Agreement.

*[the remainder of this page left intentionally blank]*

KD\_9979063\_1.doc

[TRADEMARK SECURITY AGREEMENT]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

KOCH FAMILY ENTERTAINMENT LLC

By: *D. Koch*  
Daniel L. Koch, Manager

STATE OF ALABAMA )  
 ) SS:  
COUNTY OF JEFFERSON )

Before me, a Notary Public in and for said County and State, personally appeared Daniel L. Koch, the Manager of Koch Family Entertainment LLC, an Alabama limited liability company, who, having been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of such entity as such manager and stated that all representations therein contained are true.

WITNESS my hand and Notarial Seal this 6 day of February, 2019.

*[Signature]*  
Notary Public

Notary Public (Printed)

My County of Residence:

Jefferson County

My Commission Expires:

\_\_\_\_\_

Malcolm Stewart McLeod  
Notary Public  
Alabama State at Large  
My Commission Expires 08.15.2022

**SCHEDULE 1**

to

**TRADEMARK SECURITY AGREEMENT**

ALL MARKS OWNED BY KOCH FAMILY ENTERTAINMENT LLC

<b>MARKS</b>	<b>REGISTRATION SERIAL NO.</b>	<b>REGISTRATION FILING DATE</b>
SPLASH ADVENTURE	RN: 4315989	Reg: April 9, 2013
SPLASH ADVENTURE WATERPARK	RN: 4315990	Reg: April 9, 2013
ALABAMA'S SPLASH ADVENTURE WATERPARK and Design	RN: 4315988	Reg: April 9, 2013
ALABAMA ADVENTURE	RN: 3267930	Reg: July 24, 2007