

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530888

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bad-Schloss, Inc.		07/01/2019	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Cedar Fair L.P.		
Street Address:	One Cedar Point Drive		
City:	Sandusky		
State/Country:	OHIO		
Postal Code:	44870		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2516934	SCHLITTERBAHN	
Registration Number:	2475883	SCHLITTERBAHN	
Registration Number:	2482349	SCHLITTERBAHN	
Registration Number:	1621668	SCHLITTERBAHN	
Registration Number:	2660016	TRANSPORTAINMENT	
CORRESPONDENCE DATA			
Fax Number:	4153939887		
<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:	4159540200		
Email:	trademark@squirepb.com		
Correspondent Name:	Audrey Y. Nicolson, Esq.		
Address Line 1:	275 Battery Street, Suite 2600		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	013399.92		
NAME OF SUBMITTER:	Audrey Y. Nicolson, Esq.		
SIGNATURE:	/Audrey Y. Nicolson/		
DATE SIGNED:	07/08/2019		
Total Attachments: 5			

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”) is entered into as of July 1, 2019 (the “**Effective Date**”) by and among Bad-Schloss, Inc. (“**Assignor**”), on the one hand, and Cedar Fair L.P. (“**Assignee**”), on the other hand.

RECITALS

WHEREAS, Assignor is the owner of certain intellectual property listed in Exhibit A;

WHEREAS, pursuant to that certain Asset Purchase Agreement among Millennium Operations LLC (an affiliate of Assignee) and Waterpark Management, Inc.; Golden Seal Investments, Inc.; Assignor; Liberty Partnership, Ltd.; Henry Condo 1, Ltd.; Henry-Walnut, Ltd.; SVV I, LLC; KC Waterpark Management, LLC; Galveston Island Water Park, L.P.; Galveston Waterpark Management, Inc., Schlitterbahn Seller Rep, LLC and Jana Faber and Gary Henry dated as of June 12, 2019 (the “**Asset Purchase Agreement**”), Assignor has agreed to assign and has assigned to Assignee certain intellectual property, including without limitation the specific intellectual property set forth in Exhibit A, along with any and all goodwill relating thereto (collectively, the “**IP**”); and

WHEREAS, Assignor and Assignee have agreed to enter into this Agreement as further evidence of Assignor’s assignment of its rights in and to the IP pursuant to the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. As of the Effective Date, Assignor hereby sells, assigns, transfers, and conveys to Assignee and its successors, assigns, and nominees, Assignor’s entire right, title, and interest worldwide in and to the IP, including the right to sue for and receive all damages from past infringements arising prior to the Effective Date, the same to be held and enjoyed by Assignee, its successors, assigns, and legal representatives.

2. Further Assurances. Assignor further agrees to execute all documents and do all such other things as may be reasonably necessary or appropriate to carry out the intent and/or purpose of this Agreement and to further evidence or effect the assignments made hereunder, including executing any specific forms of assignment as necessary to evidence or effect the assignment of any of the IP in a form suitable for filing in any applicable intellectual property office in any jurisdiction in which any of the IP has been issued, registered or filed, all at the expense of Assignee or its successors in interest. In addition, and without limiting the generality of the foregoing, Assignor further agrees, at the request of Assignee or its successors in interest, to do all lawful acts (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required and the giving of testimony) which may be required for prosecuting, obtaining, maintaining, and enforcing the intellectual property rights in the IP, and to otherwise aid Assignee or its successors in interest in defending or enforcing intellectual property rights in the IP, all at the expense of Assignee or its successors in interest.

3. Power of Attorney. Assignor hereby constitutes and appoints Assignee and its successors and assigns as Assignor's true and lawful attorneys with full power of substitution, in Assignor's name and stead but on behalf and for the benefit of the Assignee and its successors and assigns, to demand and receive any and all of the IP and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute, at the expense and for the benefit of the Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, or to execute such documents, which the Assignee or its successors or assigns may deem proper for the collection or reduction to possession of, or recordation of ownership to, any of the IP, or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, transferred and assigned, or intended so to be, and to do all acts and things in relation to the IP which the Assignee or its successors or assigns shall deem desirable. The foregoing powers are coupled with an interest and are and shall be irrevocable by the Assignor or by dissolution of the Assignor or in any manner or for any reason whatsoever.

4. Governing Law. This Agreement shall be interpreted, construed and governed by the laws of the State of Delaware, without regard to principles of conflict of laws.


5. Counterpart and Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Any signature page hereto delivered by facsimile or by e-mail (including in portable document format (pdf), as a joint photographic experts group (jpg) file, or otherwise) shall be binding to the same extent as an original signature page, with regard to any agreement subject to the terms hereof or any amendment thereto. Any party that delivers such a signature page agrees to later deliver an original counterpart to any party that requests it.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

Bad Schloss, Inc.

By: 

Name: GARY HENRY

Title: Pres.

ASSIGNEE:

Cedar Fair, L.P.

By: _____

Name: _____

Title: _____

[Signature Page to IP Assignment Agreement]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

Bad Schloss, Inc.

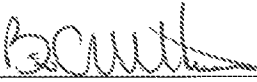
By: _____

Name: _____

Title: _____

ASSIGNEE:

Cedar Fair, L.P.

By:  _____

Name: Brian C. Witherow

Title: EVP & Chief Financial Officer

[Signature Page to IP Assignment Agreement]

Exhibit A

U.S. TRADEMARKS

Mark	Reg. No.	Filing Date	Reg. Date
SCHLITTERBAHN	2516934	August 23, 2000	December 11, 2001
SCHLITTERBAHN	2475883	August 24, 2000	August 7, 2001
SCHLITTERBAHN	2482349	August 23, 2000	August 28, 2001
SCHLITTERBAHN	1621668	January 30, 1990	November 6, 1990
TRANSPORTAINMENT	2660016	November 29, 1999	December 10, 2002