

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM573927

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Carowinds LLC		04/27/2020	Limited Liability Company: DELAWARE
Cedar Fair, L.P.		04/27/2020	Limited Partnership: DELAWARE
Cedar Point Park LLC		04/27/2020	Limited Liability Company: DELAWARE
Dorney Park LLC		04/27/2020	Limited Liability Company: DELAWARE
Kings Dominion LLC		04/27/2020	Limited Liability Company: DELAWARE
Kings Island Park LLC		04/27/2020	Limited Liability Company: DELAWARE
Knott's Berry Farm LLC		04/27/2020	Limited Liability Company: DELAWARE
Michigan's Adventure Park LLC		04/27/2020	Corporation: DELAWARE
Millennium Operations LLC		04/27/2020	Limited Liability Company: DELAWARE
Valleyfair LLC		04/27/2020	Limited Liability Company: DELAWARE
Worlds of Fun LLC		04/27/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of New York Mellon
Street Address:	500 Ross Street, 12th Floor
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15262
Entity Type:	Banking Corporation: UNITED STATES

PROPERTY NUMBERS Total: 130

Property Type	Number	Word Mark
Registration Number:	1473892	CAROWINDS
Registration Number:	1817554	NIGHTS OF FIRE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4875389	FEEL THE STING
Registration Number:	4782776	FURY
Registration Number:	4783200	FURY 325
Registration Number:	1621668	SCHLITTERBAHN
Registration Number:	2660016	TRANSPORTAINMENT
Registration Number:	2475883	SCHLITTERBAHN
Registration Number:	2516934	SCHLITTERBAHN
Registration Number:	2482349	SCHLITTERBAHN
Registration Number:	4704354	AMUSEMENT DARK
Registration Number:	4496218	FASTPAY
Registration Number:	4893564	VOYAGE TO THE IRON REEF
Registration Number:	4767816	RUN & RIDE
Registration Number:	4953245	COASTER CAMPOUT
Registration Number:	4867181	CEDAR FAIR
Registration Number:	5065754	FUNPIX
Registration Number:	5237728	
Registration Number:	5306885	BACKYARD BALL
Registration Number:	5496279	FAST LANE
Registration Number:	5576852	RAILBLAZER
Registration Number:	5619120	IT'S AMAZING IN HERE
Registration Number:	5619205	WHERE AWESOME HAPPENS
Registration Number:	5671427	A PLACE LIKE NO OTHER
Registration Number:	5783034	COPPERHEAD STRIKE
Registration Number:	5788391	HANGTIME
Serial Number:	88696332	AQUA LAB
Registration Number:	5963680	PASS PERKS
Serial Number:	88696287	SOUND WAVES
Serial Number:	88696330	WAVES OF PAGES
Registration Number:	1876102	BOO! BLAST
Registration Number:	3921181	CEDAR FAIR ENTERTAINMENT COMPANY
Registration Number:	4068912	FAST LANE
Registration Number:	4254891	FRIGHT LANE
Registration Number:	4355474	GOLD STRIKER
Registration Number:	2273650	HALLOWEEEKENDS
Registration Number:	2284613	HALLOWEEEKENDS
Registration Number:	1535823	HALLOWEEN HAUNT
Registration Number:	2503982	KIDZVILLE
Registration Number:	4902099	ROAD TRIP

Property Type	Number	Word Mark
Registration Number:	3550168	SOAK CITY
Registration Number:	2274452	TAXI JAM
Registration Number:	1816978	THUNDERHAWK
Registration Number:	4748364	THRILLS U
Registration Number:	1977709	VORTEX
Registration Number:	3791910	WILDWATER KINGDOM
Registration Number:	1526172	AMERICA'S ROLLER COAST
Registration Number:	4770480	CAROUSELS FOR KIDS
Registration Number:	3071464	CASTAWAY BAY
Registration Number:	1348634	CEDAR POINT
Serial Number:	85702268	GATEKEEPER
Registration Number:	2062763	MANTIS
Registration Number:	3888121	MAVERICK
Registration Number:	3957994	MAVERICK
Registration Number:	2553310	MILLENNIUM FORCE
Registration Number:	2556973	MILLENNIUM FORCE
Registration Number:	1993759	RAPTOR
Registration Number:	2244086	RAPTOR RULES THE SKY
Registration Number:	2260160	RAPTOR RULES THE SKY
Registration Number:	3320698	SKYHAWK
Registration Number:	1151952	THE AMAZEMENT PARK
Registration Number:	3549777	THE ROLLER COASTER CAPITAL OF THE WORLD!
Registration Number:	3006874	TOP THRILL DRAGSTER
Registration Number:	4796531	ROUGAROU
Registration Number:	5125018	VALRAVN
Registration Number:	5363041	CEDAR POINT
Registration Number:	5424281	CEDAR POINT SHORES
Registration Number:	5596912	STEEL VENGEANCE
Registration Number:	5928211	FORBIDDEN FRONTIER
Registration Number:	1834067	DORNEY PARK
Registration Number:	3216125	HYDRA THE REVENGE
Registration Number:	2105995	STEEL FORCE
Registration Number:	2106014	STEEL FORCE
Registration Number:	4418995	STINGER
Registration Number:	4526162	STINGER
Registration Number:	2952021	TALON
Registration Number:	3503365	TALON THE GRIP OF FEAR
Registration Number:	3503366	TALON THE GRIP OF FEAR

Property Type	Number	Word Mark
Registration Number:	5290055	DORNEY PARK
Registration Number:	1669918	ANACONDA
Registration Number:	2859380	KINGS DOMINION
Registration Number:	1545740	REBEL YELL
Registration Number:	2996423	WATER WORKS
Registration Number:	5290058	KINGS DOMINION
Registration Number:	5596893	TWISTED TIMBERS
Registration Number:	5516596	KINGS ISLAND
Registration Number:	5336390	MYSTIC TIMBERS
Registration Number:	4606454	BANSHEE
Registration Number:	2859376	KINGS ISLAND
Registration Number:	3031675	THE BEAST
Registration Number:	1563817	ADVENTURES IN EDUCATION
Registration Number:	1534725	BIGFOOT RAPIDS
Registration Number:	4393982	COAST RIDER
Registration Number:	2409050	GHOSTRIDER
Registration Number:	2469150	KNOTT'S
Registration Number:	948389	KNOTT'S
Registration Number:	3656706	KNOTT'S BERRY FARM
Registration Number:	3656707	KNOTT'S BERRY FARM
Registration Number:	1516735	KNOTT'S SCARY FARM
Registration Number:	2685491	MONTEZOOMA'S REVENGE
Registration Number:	3189725	SILVER BULLET
Registration Number:	2350692	SUPREME SCREAM
Registration Number:	2355972	SUPREME SCREAM
Registration Number:	4394014	SURFSIDE GLIDERS
Registration Number:	2524657	THE HANGING
Registration Number:	2428464	TICKETS TO DIE FOR
Registration Number:	1079101	VIRGINIA'S GIFT SHOP
Registration Number:	1539685	WILD WATER WILDERNESS
Registration Number:	3318952	XCELERATOR THE RIDE
Registration Number:	3307742	XCELERATOR THE RIDE
Registration Number:	2847309	MICHIGAN'S ADVENTURE
Registration Number:	3043244	SHIVERING TIMBERS
Registration Number:	5167184	CAROLINA HARBOR
Registration Number:	3841838	RENEGADE
Registration Number:	1578193	VALLEYFAIR
Registration Number:	2009925	WILD THING

Property Type	Number	Word Mark
Registration Number:	5290059	VALLEYFAIR
Registration Number:	1575671	FURY OF THE NILE
Registration Number:	2726263	MAMBA
Registration Number:	1953892	MONSOON
Registration Number:	1262007	OCEANS OF FUN
Registration Number:	1291812	OCEANS OF FUN
Registration Number:	3695532	PATRIOT
Registration Number:	3627359	PATRIOT
Registration Number:	3890580	PROWLER
Registration Number:	1575673	TIMBER WOLF
Registration Number:	998585	WORLDS OF FUN
Registration Number:	974218	WORLDS OF FUN
Registration Number:	1005984	WORLDS OF FUN
Registration Number:	4732922	FUN TV

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 04/28/2020

Total Attachments: 13

source=13. Cedar Fair - U.S. Trademark Security Agreement_#page1.tif
source=13. Cedar Fair - U.S. Trademark Security Agreement_#page2.tif
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Carowinds LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other LLC-DE
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) April 27, 2020

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: The Bank of New York Mellon

Street Address: 500 Ross Street, 12th Floor

City: Pittsburgh

State: PA

Country: USA Zip: 15262

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Banking Corporation Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP,
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

130

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

April 28, 2020
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

13

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Addendum to Cover Page of Trademarks Form Cover Sheet

I. Name of conveying party(ies)

Cedar Fair, L.P., a Delaware Limited Partnership
Citizenship – USA – DE

Cedar Point Park LLC, a Delaware Limited Liability Company
Citizenship – USA – DE

Dorney Park LLC, a Delaware Limited Liability Company
Citizenship – USA – DE

Kings Dominion LLC, a Delaware Limited Liability Company
Citizenship – USA – DE

Kings Island Park LLC, a Delaware Limited Liability Company
Citizenship – USA – DE

Knott's Berry Farm LLC, a Delaware Limited Liability Company
Citizenship – USA – DE

Michigan's Adventure Park LLC, a Delaware Limited Liability Company
Citizenship – USA – DE

Millennium Operations LLC, a Delaware Limited Liability Company
Citizenship – USA – DE

Valleyfair LLC, a Delaware Limited Liability Company
Citizenship – USA – DE

Worlds of Fun LLC, a Delaware Limited Liability Company
Citizenship – USA – DE

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** dated as of April 27, 2020 (as amended, supplemented or otherwise modified from time to time, this “Agreement”) is made by **CAROWINDS LLC, CEDAR FAIR, L.P. , CEDAR POINT PARK LLC, DORNEY PARK LLC, KINGS DOMINION LLC, KINGS ISLAND PARK LLC, KNOTT’S BERRY FARM LLC, MICHIGAN’S ADVENTURE PARK LLC, MILLENNIUM OPERATIONS LLC, VALLEY FAIR LLC, MICHIGAN’S ADVENTURE PARK LLC AND WORLDS OF FUN LLC** (each a “Grantor” and collectively, the “Grantors”) in favor of **THE BANK OF NEW YORK MELLON**, as collateral agent (in such capacity, the “Notes Collateral Agent”) for the Secured Parties (as defined in the Collateral Agreement referred to below).

WHEREAS, pursuant to that certain Collateral Agreement, entered into as of April 27, 2020 (as it may be amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), by and among Cedar Fair, L.P., Magnum Management Corporation, Millennium Operations LLC and Canada’s Wonderland Company (together, the “Issuers”), the Grantors, the other Grantors (as defined in the Collateral Agreement) party thereto, and the Notes Collateral Agent, each Grantor assigned, transferred and granted to the Notes Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under all of the Collateral of such Grantor, to secure the prompt and complete payment and performance of such Grantor’s Obligations; and

WHEREAS, under the terms of the Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Notes Collateral Agent for the benefit of the Secured Parties, and has agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree as follows:

SECTION 1. DEFINED TERMS. Capitalized terms not otherwise defined herein have the meanings set forth in the Collateral Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. As collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of such Grantors’ Obligations, the Grantors hereby grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of Grantors’ right, title, and interest in, to and under the following, whether now owned or existing or at any time acquired by such Grantors or in which such Grantors now have or at any time in the future may acquire (collectively, the “Trademark Collateral”):

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, trade dress, domain names, and other source or business identifiers, all registrations, recordings and renewals thereof, and all applications in connection therewith arising under the laws of the United States or Canada or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, each registered trademark and trademark application identified in Schedule A hereto, (ii) the right to obtain all renewals thereof, (iii) all of the goodwill associated with any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements, dilutions or other violations thereof, (v) all income, royalties,

damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements, dilutions, or other violations thereof), and (vi) all other rights of any kind whatsoever accruing thereunder or pertaining thereto;

(b) any written agreement providing for the grant by or to any Person of any right to use any Trademark and all income, royalties, and other payments due and/or payable with respect thereto; and

(c) notwithstanding the foregoing, Trademark Collateral shall exclude trademark applications filed in the United States Patent and Trademark Office on the basis of the Grantors' "intent-to-use" such trademark, unless and until acceptable evidence of use of the Trademark has been filed and accepted with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting a Lien in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application; provided that, upon filing such evidence, such application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral.

SECTION 3. PRECEDENCE. This Agreement has been executed in conjunction with the provisions of the Collateral Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted herein are in addition to those set forth in Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event of any conflict between the terms of this Agreement and the terms of the Collateral Agreement, the terms of the Collateral Agreement shall control.

SECTION 4. RECORDATION. The Grantors authorize and request that the United States Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 5. GENERAL.

(a) Governing Law. THIS DOCUMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

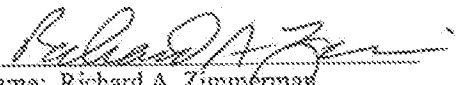
(b) Counterparts. This Agreement may be executed in any number of counterparts (including by facsimile), each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

(c) Concerning the Notes Collateral Agent. The recitals contained herein shall be taken as the statements of the Grantors and the Notes Collateral Agent assumes no responsibility for their correctness. The Notes Collateral Agent makes no representations as to the validity or sufficiency of this Agreement.

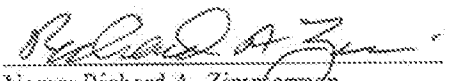
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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered as of the date first above written.

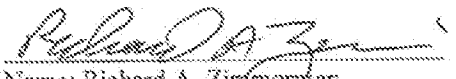
CEDAR FAIR, L.P.,
By: Cedar Fair Management Inc., its Managing General
Partner

By: 
Name: Richard A. Zimmerman
Title: President and Chief Executive Officer

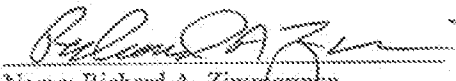
MILLENNIUM OPERATIONS LLC

By: 
Name: Richard A. Zimmerman
Title: President and Chief Executive Officer

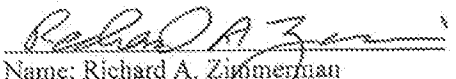
CAROWINDS LLC

By: 
Name: Richard A. Zimmerman
Title: President and Chief Executive Officer

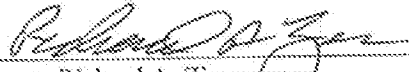
CEDAR POINT PARK LLC

By: 
Name: Richard A. Zimmerman
Title: President and Chief Executive Officer

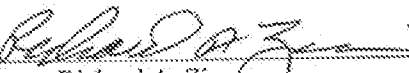
DORNEY PARK LLC

By: 
Name: Richard A. Zimmerman
Title: President and Chief Executive Officer

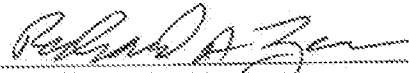
KINGS DOMINION LLC

By: 
Name: Richard A. Zimmerman
Title: President and Chief Executive Officer


KINGS ISLAND PARK LLC

By: 
Name: Richard A. Zimmerman
Title: President and Chief Executive Officer

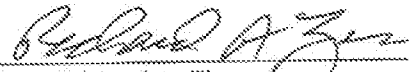
KNOTT'S BERRY FARM LLC

By: 
Name: Richard A. Zimmerman
Title: President and Chief Executive Officer

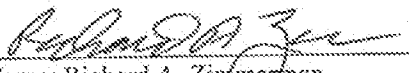
MICHIGAN'S ADVENTURE PARK LLC

By: 
Name: Richard A. Zimmerman
Title: President and Chief Executive Officer

VALLEYFAIR LLC

By: 
Name: Richard A. Zimmerman
Title: President and Chief Executive Officer

WORLDS OF FUN LLC

By: 
Name: Richard A. Zimmerman
Title: President and Chief Executive Officer

THE BANK OF NEW YORK MELLON,
as Notes Collateral Agent

By: Helen Choi
Name: Helen Choi
Title: Vice President

United States Intellectual PropertyU.S. Trademark Registrations and Applications:

	<u>Grantor</u>	<u>Title</u>	<u>Reg. No./</u> <u>App. No.</u>
1.	Carowinds LLC	CAROWINDS	1,473,892
2.	Carowinds LLC	NIGHTS OF FIRE	1,817,554
3.	Carowinds LLC	FEEL THE STING	4,875,389
4.	Carowinds LLC	FURY	4,782,776
5.	Carowinds LLC	FURY 325	4,783,200
6.	Cedar Fair L.P.	SCHLITTERBAHN	1,621,668
7.	Cedar Fair L.P.	TRANSPORTAINMENT	2,660,016
8.	Cedar Fair L.P.	SCHLITTERBAHN	2,475,883
9.	Cedar Fair L.P.	SCHLITTERBAHN	2,516,934
10.	Cedar Fair L.P.	SCHLITTERBAHN	2,482,349
11.	Cedar Fair L.P.	AMUSEMENT DARK	4,704,354
12.	Cedar Fair L.P.	FASTPAY	4,496,218
13.	Cedar Fair L.P.	FUN TV	4,732,922
14.	Cedar Fair L.P.	VOYAGE TO THE IRON REEF	4,893,564
15.	Cedar Fair L.P.	RUN & RIDE	4,767,816
16.	Cedar Fair L.P.	COASTER CAMPOUT	4,953,245
17.	Cedar Fair L.P.	CEDAR FAIR	4,867,181
18.	Cedar Fair L.P.	FUNPIX	5,065,754
19.	Cedar Fair L.P.	DESIGN ONLY	5,237,728
20.	Cedar Fair L.P.	BACKYARD BALL	5,306,885
21.	Cedar Fair L.P.	FAST LANE	5,496,279
22.	Cedar Fair L.P.	RAILBLAZER	5,576,852
23.	Cedar Fair L.P.	IT'S AMAZING IN HERE	5,619,120
24.	Cedar Fair L.P.	WHERE AWESOME HAPPENS	5,619,205

	<u>Grantor</u>	<u>Title</u>	<u>Reg. No./</u> <u>App. No.</u>
25.	Cedar Fair L.P.	A PLACE LIKE NO OTHER	5,671,427
26.	Cedar Fair L.P.	COPPERHEAD STRIKE	5,783,034
27.	Cedar Fair L.P.	HANGTIME	5,788,391
28.	Cedar Fair L.P.	AQUA LAB	88/696.332
29.	Cedar Fair L.P.	PASS PERKS	5,963,680
30.	Cedar Fair L.P.	SOUND WAVES	88/696.287
31.	Cedar Fair L.P.	WAVES OF PAGES	88/696,330
32.	Cedar Fair, L.P.	BOO! BLAST	1,876,102
33.	Cedar Fair, L.P.	CEDAR FAIR ENTERTAINMENT COMPANY	3,921,181
34.	Cedar Fair, L.P.	FAST LANE	4,068,912
35.	Cedar Fair, L.P.	FRIGHT LANE	4,254,891
36.	Cedar Fair, L.P.	GOLD STRIKER	4,355,474
37.	Cedar Fair, L.P.	HALLOWEEEKENDS	2,273,650
38.	Cedar Fair, L.P.	HALLOWEEEKENDS AND DESIGN	2,284,613
39.	Cedar Fair, L.P.	HALLOWEEN HAUNT	1,535,823
40.	Cedar Fair, L.P.	KIDZVILLE	2,503,982
41.	Cedar Fair, L.P.	ROAD TRIP	4,902,099
42.	Cedar Fair, L.P.	SOAK CITY	3,550,168
43.	Cedar Fair, L.P.	TAXI JAM	2,274,452
44.	Cedar Fair, L.P.	THUNDERHAWK	1,816,978
45.	Cedar Fair, L.P.	THRILLS U	4,748,364
46.	Cedar Fair, L.P.	VORTEX	1,977,709
47.	Cedar Fair, L.P.	WILDWATER KINGDOM	3,791,910
48.	Cedar Point Park LLC	AMERICA'S ROLLER COAST	1,526,172
49.	Cedar Point Park LLC	CAROUSELS FOR KIDS	4,770,480
50.	Cedar Point Park LLC	CASTAWAY BAY	3,071,464
51.	Cedar Point Park LLC	CEDAR POINT	1,348,634

	<u>Grantor</u>	<u>Title</u>	<u>Reg. No./ App. No.</u>
52.	Cedar Point Park LLC	GATEKEEPER	85/702,268
53.	Cedar Point Park LLC	MANTIS	2,062,763
54.	Cedar Point Park LLC	MAVERICK	3,888,121
55.	Cedar Point Park LLC	MAVERICK AND DESIGN	3,957,994
56.	Cedar Point Park LLC	MILLENNIUM FORCE	2,553,310
57.	Cedar Point Park LLC	MILLENNIUM FORCE AND DESIGN	2,556,973
58.	Cedar Point Park LLC	RAPTOR	1,993,759
59.	Cedar Point Park LLC	RAPTOR RULES THE SKY	2,244,086
60.	Cedar Point Park LLC	RAPTOR RULES THE SKY AND DESIGN	2,260,160
61.	Cedar Point Park LLC	SKYHAWK	3,320,698
62.	Cedar Point Park LLC	THE AMAZEMENT PARK	1,151,952
63.	Cedar Point Park LLC	THE ROLLER COASTER CAPITAL OF THE WORLD!	3,549,777
64.	Cedar Point Park LLC	TOP THRILL DRAGSTER	3,006,874
65.	Cedar Point Park LLC	ROUGAROU	4,796,531
66.	Cedar Point Park LLC	VALRAVN	5,125,018
67.	Cedar Point Park LLC	CEDAR POINT	5,363,041
68.	Cedar Point Park LLC	CEDAR POINT SHORES	5,424,281
69.	Cedar Point Park LLC	STEEL VENGEANCE	5,596,912
70.	Cedar Point Park LLC	FORBIDDEN FRONTIER	5,928,211
71.	Dorney Park LLC	DORNEY PARK	1,834,067
72.	Dorney Park LLC	HYDRA THE REVENGE	3,216,125
73.	Dorney Park LLC	STEEL FORCE	2,105,995
74.	Dorney Park LLC	STEEL FORCE AND DESIGN	2,106,014
75.	Dorney Park LLC	STINGER	4,418,995
76.	Dorney Park LLC	STINGER & Design	4,526,162
77.	Dorney Park LLC	TALON	2,952,021
78.	Dorney Park LLC	TALON THE GRIP OF FEAR	3,503,365

	<u>Grantor</u>	<u>Title</u>	<u>Reg. No./ App. No.</u>
79.	Dorney Park LLC	TALON THE GRIP OF FEAR (stylized)	3,503,366
80.	Dorney Park LLC	DORNEY PARK	5,290,055
81.	Kings Dominion LLC	ANACONDA	1,669,918
82.	Kings Dominion LLC	KINGS DOMINION	2,859,380
83.	Kings Dominion LLC	REBEL YELL	1,545,740
84.	Kings Dominion LLC	WATER WORKS AND DESIGN	2,996,423
85.	Kings Dominion LLC	KINGS DOMINION	5,290,058
86.	Kings Dominion LLC	TWISTED TIMBERS	5,596,893
87.	Kings Island Park LLC	KINGS ISLAND	5,516,596
88.	Kings Island Park LLC	MYSTIC TIMBERS	5,336,390
89.	Kings Island Park LLC	BANSHEE	4,606,454
90.	Kings Island Park LLC	KINGS ISLAND	2,859,376
91.	Kings Island Park LLC	THE BEAST	3,031,675
92.	Knott's Berry Farm LLC	ADVENTURES IN EDUCATION AND DESIGN	1,563,817
93.	Knott's Berry Farm LLC	BIGFOOT RAPIDS	1,534,725
94.	Knott's Berry Farm LLC	COAST RIDER	4,393,982
95.	Knott's Berry Farm LLC	GHOSTRIDER	2,409,050
96.	Knott's Berry Farm LLC	KNOTT'S	2,469,150
97.	Knott's Berry Farm LLC	KNOTT'S (stylized)	948,389
98.	Knott's Berry Farm LLC	KNOTT'S BERRY FARM	3,656,706
99.	Knott's Berry Farm LLC	KNOTT'S BERRY FARM (stylized)	3,656,707
100.	Knott's Berry Farm LLC	KNOTT'S SCARY FARM	1,516,735
101.	Knott's Berry Farm LLC	MONTEZOOMA'S REVENGE	2,685,491
102.	Knott's Berry Farm LLC	SILVER BULLET	3,189,725
103.	Knott's Berry Farm LLC	SUPREME SCREAM	2,350,692
104.	Knott's Berry Farm LLC	SUPREME SCREAM (stylized)	2,355,972
105.	Knott's Berry Farm LLC	SURFSIDE GLIDERS	4,394,014

	<u>Grantor</u>	<u>Title</u>	<u>Reg. No./ App. No.</u>
106.	Knott's Berry Farm LLC	THE HANGING	2,524,657
107.	Knott's Berry Farm LLC	TICKETS TO DIE FOR	2,428,464
108.	Knott's Berry Farm LLC	VIRGINIA'S GIFT SHOP	1,079,101
109.	Knott's Berry Farm LLC	WILD WATER WILDERNESS	1,539,685
110.	Knott's Berry Farm LLC	XCELERATOR THE RIDE	3,318,952
111.	Knott's Berry Farm LLC	XCELERATOR THE RIDE	3,307,742
112.	Michigan's Adventure Park LLC	MICHIGAN'S ADVENTURE	2,847,309
113.	Michigan's Adventure Park LLC	SHIVERING TIMBERS	3,043,244
114.	Millennium Operations LLC	CAROLINA HARBOR	5,167,184
115.	Valleyfair LLC	RENEGADE	3,841,838
116.	Valleyfair LLC	VALLEY FAIR (stylized)	1,578,193
117.	Valleyfair LLC	WILD THING	2,009,925
118.	Valleyfair LLC	VALLEYFAIR	5,290,059
119.	Worlds of Fun LLC	FURY OF THE NILE	1,575,671
120.	Worlds of Fun LLC	MAMBA	2,726,263
121.	Worlds of Fun LLC	MONSOON	1,953,892
122.	Worlds of Fun LLC	OCEANS OF FUN	1,262,007
123.	Worlds of Fun LLC	OCEANS OF FUN AND DESIGN	1,291,812
124.	Worlds of Fun LLC	PATRIOT	3,695,532
125.	Worlds of Fun LLC	PATRIOT	3,627,359
126.	Worlds of Fun LLC	PROWLER	3,890,580
127.	Worlds of Fun LLC	TIMBER WOLF	1,575,673
128.	Worlds of Fun LLC	WORLDS OF FUN	998,585
129.	Worlds of Fun LLC	WORLDS OF FUN	974,218
130.	Worlds of Fun LLC	WORLDS OF FUN AND DESIGN	1,005,984

EXCLUSIVE LICENSES UNDER REGISTERED U.S. TRADEMARKS AND APPLICATIONS

None.