

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616320

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cedar Fair, L.P.		12/23/2020	Limited Partnership: DELAWARE
Cedar Point Park LLC		12/23/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	10 S. Dearborn, 7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6149681	ORION	
Registration Number:	5928211	FORBIDDEN FRONTIER	
Registration Number:	5596912	STEEL VENGEANCE	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	8007130755		
Email:	james.murray@wolterskluwer.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:	Doris Ka		
SIGNATURE:	/Doris Ka/		
DATE SIGNED:	12/23/2020		
Total Attachments: 7			

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** dated as of December 23, 2020 (as amended, supplemented or otherwise modified from time to time, this “Agreement”) is made by **CEDAR FAIR, L.P.** and **CEDAR POINT PARK LLC** (collectively, the “Grantors”) in favor of **JPMORGAN CHASE BANK, N.A.**, as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Cedar Fair, L.P., Magnum Management Corporation, Millennium Operations LLC (collectively, the “Borrowers”) and Canada’s Wonderland Company (the “Canadian Borrower”), the lenders party thereto and the Collateral Agent have entered into Amendment No. 3, dated as of September 28, 2020 (the “Amendment”), to the Amended and Restated Credit Agreement, dated as of April 13, 2017 (as amended by Amendment No. 2, dated as of April 27, 2020, and Amendment No. 1, dated as of March 14, 2018, and as further amended, restated, supplemented or otherwise modified from time to time, the “Existing Credit Agreement”); the Existing Credit Agreement, as amended by the Amendment and as the same may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, the Borrowers have requested an increase in the U.S. Revolving Commitments pursuant to Section 2.6(a) of the Existing Credit Agreement on the terms set forth in the Amendment;

WHEREAS, under the terms of that certain Amended and Restated Guarantee and Collateral Agreement, dated as of April 13, 2017, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), the Grantors are required to grant a security interest in certain property, including without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the benefit of the Secured Parties, and have 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 Guarantee and 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 Guarantee and 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 the Guarantee and 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 Guarantee and Collateral Agreement, the terms of the Guarantee and 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.

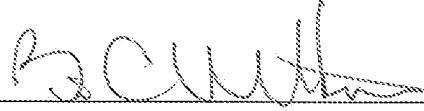
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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered as of the date first above written.

CEDAR FAIR, L.P.

By: Cedar Fair Management Inc., its General Partner

By:

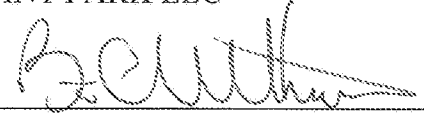


Name: Brian C. Witherow

Title: Executive Vice President and Chief Financial Officer

CEDAR POINT PARK LLC

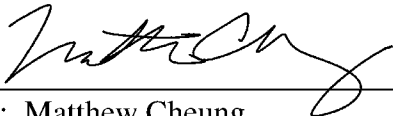
By:



Name: Brian C. Witherow

Title: Executive Vice President and Chief Financial Officer

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 
Name: Matthew Cheung
Title: Vice President

United States Intellectual Property

U.S. Trademark Registrations and Applications

	Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
1.	Cedar Fair, L.P.	ORION	88975879 04/30/2019	6149681 09/08/2020
2.	Cedar Point Park LLC	FORBIDDEN FRONTIER	88146254 10/08/2018	5928211 12/03/2019
3.	Cedar Point Park LLC	STEEL VENGEANCE	87568927 08/15/2017	5596912 10/30/2018

EXCLUSIVE LICENSES UNDER REGISTERED U.S. TRADEMARKS AND APPLICATIONS

None.