

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636499

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|---|--|-----------------------|------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Kentucky State Fair Board | | 03/10/2021 | State Agency: KENTUCKY |
| RECEIVING PARTY DATA | | | |
| Name: | Kentucky Kingdom Theme Park, LLC | | |
| Street Address: | 5445 Triangle Parkway, Ste 200 | | |
| City: | Peachtree Corners | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30092 | | |
| Entity Type: | Limited Liability Company: GEORGIA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2889287 | KENTUCKY KINGDOM | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4047339898 | | |
| <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: | 4047339800 | | |
| Email: | cindy.lovell@akerman.com | | |
| Correspondent Name: | Amanda Leech | | |
| Address Line 1: | 999 Peachtree NE | | |
| Address Line 2: | Suite 1700 | | |
| Address Line 4: | Atlanta, GEORGIA 30309 | | |
| NAME OF SUBMITTER: | Amanda Leech | | |
| SIGNATURE: | /Amanda Leech/ | | |
| DATE SIGNED: | 04/02/2021 | | |
| Total Attachments: 4 | | | |
| source=Tab 24- Project KKHB - Trademark Assignment (Executed)#page1.tif | | | |
| source=Tab 24- Project KKHB - Trademark Assignment (Executed)#page2.tif | | | |
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CH \$40.00 2889287

Trademark Assignment

This Trademark Assignment ("Assignment") is made and entered into as of this 10th day of March, 2021, by and among the Kentucky State Fair Board, a Political Subdivision of the Commonwealth of Kentucky ("Assignor") and Kentucky Kingdom Theme Park, LLC, a Georgia limited liability company ("Assignee").

AGREEMENT

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to the Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) the trademarks set forth on Schedule 1 hereto and all extensions and renewals thereof (the "Trademark"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademark;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Trademarks to Assignee, or any assignee or successor thereto.

3. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4. Reversion of Assignment. In the event that Assignee or its successors or assigns pursuant to Section 3 shall fully cease operation of services under the Trademark, Assignee agrees to assign the Trademark, together with the goodwill of the business connected to the Trademark, to Assignor.

5. Governing Law. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Kentucky, without giving effect to any choice or conflict of law provision or rule (whether of the State of Kentucky or any other jurisdiction).

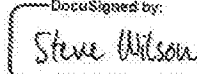
6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[Intentionally Left Blank—Signature Page Follows]

IN WITNESS WHEREOF, this Assignment has been executed and delivered on the date first above written.

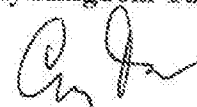
ASSIGNOR:

Kentucky State Fair Board

DocuSigned by:

By: _____
Name: Steve Wilson
Title: Chairman, Kentucky State Fair Board

ASSIGNEE:

Kentucky Kingdom Theme Park, LLC


By: _____
Name: ~~XXXXXXXXXX~~ Craig Ross
Title: President

SCHEDULE 1
TRADEMARK REGISTRATION

| Trademark | Serial Number | Registration Number | Registration Date |
|---------------------|----------------------|----------------------------|--------------------------|
| KENTUCKY KINGDOM | 78307297 | 2889287 | September 28, 2004 |