

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684685

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sea World LLC		10/28/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as collateral agent		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6322379		
Registration Number:	6130646	ORCA ENCOUNTER	
Registration Number:	6322378	SEAWORLD	
CORRESPONDENCE DATA			
Fax Number:	2124920072		
<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:	2123733072		
Email:	jaliano@paulweiss.com, mangelopoulos@paulweiss.com, mmcguire@paulweiss.com		
Correspondent Name:	Jamiesyn D. Aliano		
Address Line 1:	1285 Avenue of the Americas		
Address Line 2:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	Jamiesyn D. Aliano		
SIGNATURE:	/ Jamiesyn D. Aliano /		
DATE SIGNED:	10/29/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of October 28, 2021, by SEA WORLD LLC, a Delaware limited liability company (the “Grantor”), in favor of Wilmington Trust, National Association, in its capacity as collateral agent pursuant to the Indenture (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of April 30, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Article 9 Collateral (excluding any Excluded Assets) of the Grantor:

(a) registered and applied for Trademarks of the Grantor listed on Schedule I attached hereto; provided, however, that the foregoing grant of security interest does not and will not cover any Trademark applications filed in the USPTO on the basis of the Grantor’s “intent-to-use” such Trademark, unless and until acceptable evidence of use of such Trademark has been filed with and accepted by the USPTO 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, validity, or other rights in such Trademark application.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.12 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security

interest in the Trademarks under this Trademark Security Agreement and any other documents required to evidence the termination of the Collateral Agent's interest in the Trademarks.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

SEA WORLD LLC


A handwritten signature in black ink, appearing to read "H. Herman", is written over a horizontal line. The signature is enclosed within a faint, dotted-line oval.

By: _____

Name: Harold Herman

Title: Assistant Secretary

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Collateral Agent

By: 
Name: Hallie E. Field
Title: Vice President

Schedule I
to
TRADEMARK SECURITY AGREEMENT
UNITED STATES TRADEMARK REGISTRATION AND APPLICATIONS

OWNER	REGISTRATION NUMBER	TRADEMARK
Sea World LLC	6322379	Fin Design
Sea World LLC	6130646	ORCA ENCOUNTER & Design
Sea World LLC	6322378	SeaWorld