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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI213312

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks Previously Recorded at Reel/Frame (8415/0819)	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent		05/02/2024	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Company Name:	SEA WORLD LLC
Street Address:	6240 Sea Harbor Drive
City:	Orlando
State/Country:	FLORIDA
Postal Code:	32821
Entity Type:	Limited Liability Company: DELAWARE
Company Name:	SEAWORLD PARKS & ENTERTAINMENT LLC
Street Address:	6240 Sea Harbor Drive
City:	Orlando
State/Country:	FLORIDA
Postal Code:	32821
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	6910956	UNITED PARKS
Registration Number:	6912840	UNITED PARKS
Registration Number:	4786960	UNITED PARKS
Serial Number:	98465936	TASSIE'S UNDERWATER TWIST

CORRESPONDENCE DATA

Fax Number: 2124552502

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: 2124552592
Email: jmull@stblaw.com
Correspondent Name: Courtney Welshimer
Address Line 1: 425 Lexington Avenue

TRADEMARK

900853986 REEL: 008425 FRAME: 0375

Address Line 4: Nev	New York, NEW YORK 10017	
ATTORNEY DOCKET NUMBER:	083982/0055	
NAME OF SUBMITTER:	JASON MULL	
SIGNATURE:	JASON MULL	
DATE SIGNED:	05/09/2024	
Total Attachments: 4		

Total Attachments: 4

source=T07 - Sea World - Trademark Release (April 2024) [Executed]#page1.tif source=T07 - Sea World - Trademark Release (April 2024) [Executed]#page2.tif source=T07 - Sea World - Trademark Release (April 2024) [Executed]#page3.tif source=T07 - Sea World - Trademark Release (April 2024) [Executed]#page4.tif

> **TRADEMARK REEL: 008425 FRAME: 0376**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS** (this "<u>Termination and Release</u>"), is dated as of May 2, 2024, and made by WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Indenture (in such capacity, the "<u>Collateral Agent</u>") in favor of SEA WORLD LLC, a Delaware limited liability company, and SEAWORLD PARKS & ENTERTAINMENT LLC, a Delaware limited liability company (each a "<u>Grantor</u>" and collectively, the "<u>Grantors</u>").

WHEREAS, the Grantors are party to the 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;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered that certain Trademark Security Agreement, dated as of April 30, 2024 (the "<u>Trademark Security Agreement</u>") in favor of the Collateral Agent, which was recorded with the United States Patent and Trademark Office (the "<u>USPTO</u>") on April 30, 2024 at Reel 8415, Frame 0819;

WHEREAS, pursuant to the Trademark Security Agreement, as security for the payment or performance, as the case may be, in full of the Secured Obligations, including the Guarantees, each Grantor collaterally assigned and pledged to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and granted to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of its right, title and interest in or to the following Article 9 Collateral (excluding any Excluded Assets) of such Grantor (the "Trademark Collateral"):

(a) registered and applied for Trademarks of the Grantor listed on Schedule A attached hereto; provided, however, that the foregoing grant of security interest did not cover any Trademark applications filed in the USPTO on the basis of any Grantor's "intent-to-use" such Trademark, unless and until acceptable evidence of use of such Trademark had 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; and

WHEREAS, the Grantors have requested and the Collateral Agent has agreed to terminate and release its Security Interest in the Trademark Collateral, including, without limitation, the Trademarks listed on <u>Schedule A</u> attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby states as follows:

1. <u>Definitions</u>. Unless otherwise defined herein, terms defined in the Security Agreement or the Trademark Security Agreement, as applicable, and used herein have the meaning given to them in the Security Agreement or the Trademark Security Agreement, as applicable.

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- 2. Release of Security Interest. The Collateral Agent, without recourse, representation or warranty, hereby terminates, releases, cancels and discharges its Security Interest in the Trademark Collateral, including, without limitation, the Trademarks listed on Schedule A attached hereto, and any right, title or interest of the Collateral Agent in the Trademark Collateral shall hereby cease and become void. If and to the extent the Collateral Agent has acquired any right, title or interest in or to the Trademark Collateral, including, without limitation, the Trademarks listed on Schedule A attached hereto, the Collateral Agent hereby re-assigns, re-transfers and reconveys to the applicable Grantor such right, title and interest.
- 3. <u>Termination</u>. The Collateral Agent, without recourse, representation or warranty, hereby terminates and cancels the Trademark Security Agreement.
- 4. <u>Recordation</u>. The Collateral Agent hereby authorizes and requests that the Commissioner for Trademarks of the USPTO record this Termination and Release.
- 5. <u>Further Assurances</u>. The Collateral Agent hereby agrees, upon reasonable request and at the sole expense of the Grantors, to duly execute, acknowledge, procure and deliver such further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.
- 6. <u>Governing Law</u>. This Termination and Release shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Termination and Release to be executed by its duly authorized officer as of the date first set forth above.

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent

Зу: ___

Name: Jane Schweiger Title: Vice President

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SCHEDULE A TO TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
SEA WORLD LLC	6,910,956	UNITED PARKS
SEA WORLD LLC	6,912,840	UNITED PARKS
SEA WORLD LLC	4,786,960	UNITED PARKS & design

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
SEAWORLD PARKS &	98465936	TASSIE'S UNDERWATER
ENTERTAINMENT LLC		TWIST

TRADEMARK REEL: 008425 FRAME: 0380

RECORDED: 05/09/2024