

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release
CONVEYING PARTY DATA	
Name	Execution Date
JPMorgan Chase Bank, N.A.	03/06/2013
RECEIVING PARTY DATA	
Name:	Cedar Fair Southwest Inc.
Street Address:	One Cedar Point Drive
City:	Sandusky
State/Country:	OHIO
Postal Code:	44870-5259
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5267906
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	daniel.cote@thomsonreuters.com
Correspondent Name:	Nicole Piazza
Address Line 1:	80 Pine Street
Address Line 2:	Cahill Gordon & Reindel LLP
Address Line 4:	New York, NEW YORK 10005
NAME OF SUBMITTER:	Nicole Piazza
Total Attachments: 5 source=27c - Patent Release (Cedar Fair Southwest)#page1.tif source=27c - Patent Release (Cedar Fair Southwest)#page2.tif source=27c - Patent Release (Cedar Fair Southwest)#page3.tif source=27c - Patent Release (Cedar Fair Southwest)#page4.tif source=27c - Patent Release (Cedar Fair Southwest)#page5.tif	

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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN PATENT RIGHTS**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement") is dated as of March 6, 2013, from JPMORGAN CHASE BANK, N.A., as the collateral agent (the "Collateral Agent") made in favor of CEDAR FAIR, SOUTHWEST INC., a Delaware corporation (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 29, 2010, (the "Credit Agreement") among Cedar Fair, L.P., Magnum Management Corporation (collectively, the "Borrowers") and Canada's Wonderland Company (the "Canadian Borrower"), the lenders party thereto, and the Collateral Agent, the lenders agreed to extend credit on a revolving basis and make term loans to the Borrowers and the Canadian Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, Cedar Fair, L.P. and certain of its subsidiaries executed and delivered a Guarantee and Collateral Agreement, dated as of July 29, 2010, in favor of the Collateral Agent (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, in connection with the Guarantee and Collateral Agreement, the Grantor and the Collateral Agent entered into that certain Patent Security Agreement, dated as of July 29, 2010 (as amended, supplemented or otherwise modified from time to time, the "Patent Security Agreement") pursuant to which the Grantor thereby assigned and transferred to the Collateral Agent, and thereby granted to the Collateral Agent, for the ratable benefit of the secured parties, a security interest in all of the Patents (including, without limitation, those items listed on Schedule A hereto), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's obligations (the "Security Interest");

WHEREAS, the Patent Security Agreement was recorded at the United States Patent and Trademark Office on July 30, 2010 at Reel 024767 Frame 0433.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Agreement, the Collateral Agent hereby states as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Credit Agreement, the Guarantee and Collateral Agreement and the Patent Security Agreement.

2. Release of Security Interest. The Collateral Agent hereby terminates, releases and discharges its Security Interest in the Patents.

3. Authorization to File. The Collateral Agent hereby authorizes the Grantor or its authorized representative to (i) file this Agreement with the United States Patent and Trademark Office and (ii) file UCC Financing Statement Amendments with the applicable filing office in order to memorialize the release of the Security Interest.

4. Further Assurances. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably requested by the Grantor, at Grantor's sole cost and expense, to effect the release of the Security Interest contemplated hereby.

*[Remainder of Page Intentionally Left Blank]*



SCHEDULE A  
to Termination and Release of  
Security Interest in Patent Rights

Registered Patents

None

Exclusive Licenses under Registered U.S. Patents and Applications

<u>Patents</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Patent Licensed</u>
Skycoaster Purchase and License Agreement, dated March 18, 1995, between Skyfun 1, Inc. and Paramount Parks, Inc. (dba Paramount's Carowinds)	Skyfun 1, Inc.	Cedar Fair Southwest Inc., f/k/a Paramount Parks, Inc.	U.S. Patent No. 5267906
Skycoaster Purchase and License Agreement, dated April 4, 1995, between Skyfun 1, Inc. and Paramount Parks, Inc. (dba Paramount's Great America)	Skyfun 1, Inc.	Cedar Fair Southwest Inc., f/k/a Paramount Parks, Inc.	U.S. Patent No. 5267906
Skycoaster Purchase and License Agreement, dated February 23, 1995, between Skyfun 1, Inc. and Paramount Parks, Inc. (dba Paramount Kings Island)	Skyfun 1, Inc.	Cedar Fair Southwest Inc., f/k/a Paramount Parks, Inc.	U.S. Patent No. 5267906
Skycoaster Purchase and License Agreement, dated March 20, 1995, between Skyfun 1, Inc. and Paramount Parks, Inc. (dba Kings Dominion)	Skyfun 1, Inc.	Cedar Fair Southwest Inc., f/k/a Paramount Parks, Inc.	U.S. Patent No. 5267906