

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cedar Fair, L.P.		03/06/2013	LIMITED PARTNERSHIP: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	JPMorgan Chase Bank, N.A.
<b>Street Address:</b>	10 S. Dearborn, 7th Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	Association: UNITED STATES

<b>PROPERTY NUMBERS Total: 98</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	1563817	ADVENTURES IN EDUCATION
Registration Number:	1526172	AMERICA'S ROLLER COAST
Registration Number:	1669918	ANACONDA
Registration Number:	1534725	BIGFOOT RAPIDS
Registration Number:	1876102	BOO! BLAST
Registration Number:	1473892	CAROWINDS
Registration Number:	3071464	CASTAWAY BAY
Registration Number:	3921181	CEDAR FAIR ENTERTAINMENT COMPANY
Registration Number:	1348634	CEDAR POINT
Registration Number:	1834067	DORNEY PARK
Registration Number:	4068912	FAST LANE
Registration Number:	4254891	FRIGHT LANE
Registration Number:	1575671	FURY OF THE NILE
Registration Number:	3385920	GEAUGA LAKE

**TRADEMARK**

OP \$2465.00 1563817

Registration Number:	2409050	GHOSTRIDER
Registration Number:	2273650	HALLOWEEEKENDS
Registration Number:	2284613	HALLOWEEEKENDS
Registration Number:	1535823	HALLOWEEN HAUNT
Registration Number:	1785682	HERCULES
Registration Number:	3216125	HYDRA THE REVENGE
Serial Number:	85692428	CAROUSELS FOR KIDS
Serial Number:	85757209	COAST RIDER
Serial Number:	85631816	FUN PERKS
Serial Number:	85702268	GATEKEEPER
Serial Number:	85686395	GOLD STRIKER
Registration Number:	2503982	KIDZVILLE
Registration Number:	2859380	KINGS DOMINION
Registration Number:	2859376	KINGS ISLAND
Registration Number:	2469150	KNOTT'S
Registration Number:	948389	KNOTT'S
Registration Number:	3656706	KNOTT'S BERRY FARM
Registration Number:	3656707	KNOTT'S BERRY FARM
Registration Number:	1516735	KNOTT'S SCARY FARM
Registration Number:	2726263	MAMBA
Registration Number:	2062763	MANTIS
Registration Number:	3888121	MAVERICK
Registration Number:	3957994	MAVERICK
Registration Number:	2847309	MICHIGAN'S ADVENTURE
Registration Number:	2553310	MILLENNIUM FORCE
Registration Number:	2556973	MILLENNIUM FORCE
Registration Number:	1953892	MONSOON
Registration Number:	2685491	MONTEZOOMA'S REVENGE
Registration Number:	1817554	NIGHTS OF FIRE
Registration Number:	1287368	OCEANA
Registration Number:	1262007	OCEANS OF FUN
Registration Number:	1291812	OCEANS OF FUN
Registration Number:	1722559	ORIENT EXPRESS
Registration Number:	3695532	PATRIOT
Registration Number:	3627359	PATRIOT

TRADEMARK

REEL: 004977 FRAME: 0648

	2716066	PERILOUS PLUNGE
Registration Number:	3890580	PROWLER
Registration Number:	1993759	RAPTOR
Registration Number:	2244086	RAPTOR RULES THE SKY
Serial Number:	85485823	ROAD TRIP
Serial Number:	85338766	STINGER
Serial Number:	85439858	STINGER
Serial Number:	85770172	SURFSIDE GLIDERS
Serial Number:	85793219	THRILLS U
Registration Number:	2260160	RAPTOR RULES THE SKY
Registration Number:	1545740	REBEL YELL
Registration Number:	3841838	RENEGADE
Registration Number:	3043244	SHIVERING TIMBERS
Registration Number:	3986767	SHOOT THE RAPIDS
Registration Number:	3189725	SILVER BULLET
Registration Number:	3320698	SKYHAWK
Registration Number:	3550168	SOAK CITY
Registration Number:	2105995	STEEL FORCE
Registration Number:	2106014	STEEL FORCE
Registration Number:	2350692	SUPREME SCREAM
Registration Number:	2355972	SUPREME SCREAM
Registration Number:	2952021	TALON
Registration Number:	3503365	TALON THE GRIP OF FEAR
Registration Number:	3503366	TALON THE GRIP OF FEAR
Registration Number:	2274452	TAXI JAM
Registration Number:	1151952	THE AMAZEMENT PARK
Registration Number:	3031675	THE BEAST
Registration Number:	1243215	THE GRIZZLY
Registration Number:	2524657	THE HANGING
Registration Number:	3549777	THE ROLLER COASTER CAPITAL OF THE WORLD!
Registration Number:	1816978	THUNDERHAWK
Registration Number:	4262595	THRILLS CONNECT
Registration Number:	2428464	TICKETS TO DIE FOR
Registration Number:	1575673	TIMBER WOLF
Registration Number:	3006874	TOP THRILL DRAGSTER

**TRADEMARK**

**REEL: 004977 FRAME: 0649**

	4290149	TWOGETHER IS BETTER
Registration Number:	1580648	VALLEYFAIR! FAMILY AMUSEMENT PARK
Registration Number:	1578193	VALLEYFAIR
Registration Number:	1079101	VIRGINIA'S GIFT SHOP
Registration Number:	1977709	VORTEX
Registration Number:	2996423	WATER WORKS
Registration Number:	2009925	WILD THING
Registration Number:	1539685	WILD WATER WILDERNESS
Registration Number:	3791910	WILDWATER KINGDOM
Registration Number:	998585	WORLDS OF FUN
Registration Number:	974218	WORLDS OF FUN
Registration Number:	1005984	WORLDS OF FUN
Registration Number:	3318952	XCELERATOR THE RIDE
Registration Number:	3307742	XCELERATOR THE RIDE

**CORRESPONDENCE DATA**

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

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
Signature:	/daniel cote thomsonreuters/
Date:	03/08/2013

**Total Attachments: 10**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Cedar Fair, L.P.

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) March 6, 2013

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: JPMorgan Chase Bank, N.A.

Street Address: 10 S. Dearborn, 7th Floor

City: Chicago

State: IL

Country: USA Zip: 60603

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship US- Federal
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

See Schedule A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Nicole Piazza

Internal Address: \_\_\_\_\_

Street Address: Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: 212.701.3231

Docket Number: \_\_\_\_\_

Email Address: npiazza@cahill.com

**6. Total number of applications and registrations involved:**

98

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Nicole Piazza  
Signature

3/6/13

Date

Nicole Piazza

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** dated as of March 6, 2013 (as amended, supplemented or otherwise modified from time to time, this "Agreement") is made by **CEDAR FAIR, L.P.** (the "Grantor") 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 (collectively, the "Borrowers") and Canada's Wonderland Company (the "Canadian Borrower"), the lenders party thereto and the Collateral Agent have entered into a Credit Agreement, dated as of March 6, 2013 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

**WHEREAS**, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers and the Canadian Borrower under the Credit Agreement that Cedar Fair, L.P. and certain of its subsidiaries shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of March 6, 2013, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

**WHEREAS**, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted a security interest in certain property, including without limitation, certain Intellectual Property of the Grantor to the Collateral Agent for the benefit of the Secured Parties, and has 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 Grantor hereby agrees 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 Grantor's Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of Grantor's right, title, and interest in, to and under the following, whether now owned or existing or at any time acquired by such Grantor or in which such Grantor now has 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 Grantor's "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 Grantor authorizes and requests 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 Grantor has 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

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

By:   
Name: Goh Siew Tan  
Title: Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004977 FRAME: 0656**

## SCHEDULE A

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Grantor</u>	<u>Title</u>	<u>Reg. No./ App. No.</u>
Cedar Fair, L.P.	ADVENTURES IN EDUCATION AND DESIGN	1,563,817
Cedar Fair, L.P.	AMERICA'S ROLLER COAST	1,526,172
Cedar Fair, L.P.	ANACONDA	1,669,918
Cedar Fair, L.P.	BIGFOOT RAPIDS	1,534,725
Cedar Fair, L.P.	BOO! BLAST	1,876,102
Cedar Fair, L.P.	CAROUSELS FOR KIDS	85/692,428
Cedar Fair, L.P.	CAROWINDS	1,473,892
Cedar Fair, L.P.	CASTAWAY BAY	3,071,464
Cedar Fair, L.P.	CEDAR FAIR ENTERTAINMENT COMPANY	3,921,181
Cedar Fair, L.P.	CEDAR POINT	1,348,634
Cedar Fair, L.P.	COAST RIDER	85/757,209
Cedar Fair, L.P.	DORNEY PARK	1,834,067
Cedar Fair, L.P.	FAST LANE	4,068,912
Cedar Fair, L.P.	FRIGHT LANE	4,254,891
Cedar Fair, L.P.	FUN PERKS	85/631,816
Cedar Fair, L.P.	FURY OF THE NILE	1,575,671
Cedar Fair, L.P.	GATEKEEPER	85/702,268
Cedar Fair, L.P.	GEAUGA LAKE	3,385,920
Cedar Fair, L.P.	GHOSTRIDER	2,409,050
Cedar Fair, L.P.	GOLD STRIKER	85/686,395
Cedar Fair, L.P.	HALLOWEEEKENDS	2,273,650
Cedar Fair, L.P.	HALLOWEEEKENDS AND DESIGN	2,284,613
Cedar Fair, L.P.	HALLOWEEN HAUNT	1,535,823
Cedar Fair, L.P.	HERCULES	1,785,682
Cedar Fair, L.P.	HYDRA THE REVENGE	3,216,125

<u>Grantor</u>	<u>Title</u>	<u>Reg. No./ App. No.</u>
Cedar Fair, L.P.	KIDZVILLE	2,503,982
Cedar Fair, L.P.	KINGS DOMINION	2,859,380
Cedar Fair, L.P.	KINGS ISLAND	2,859,376
Cedar Fair, L.P.	KNOTT'S	2,469,150
Cedar Fair, L.P.	KNOTT'S (stylized)	948,389
Cedar Fair, L.P.	KNOTT'S BERRY FARM	3,656,706
Cedar Fair, L.P.	KNOTT'S BERRY FARM (stylized)	3,656,707
Cedar Fair, L.P.	KNOTT'S SCARY FARM	1,516,735
Cedar Fair, L.P.	MAMBA	2,726,263
Cedar Fair, L.P.	MANTIS	2,062,763
Cedar Fair, L.P.	MAVERICK	3,888,121
Cedar Fair, L.P.	MAVERICK AND DESIGN	3,957,994
Cedar Fair, L.P.	MICHIGAN'S ADVENTURE	2,847,309
Cedar Fair, L.P.	MILLENNIUM FORCE	2,553,310
Cedar Fair, L.P.	MILLENNIUM FORCE AND DESIGN	2,556,973
Cedar Fair, L.P.	MONSOON	1,953,892
Cedar Fair, L.P.	MONTEZOOMA'S REVENGE	2,685,491
Cedar Fair, L.P.	NIGHTS OF FIRE	1,817,554
Cedar Fair, L.P.	OCEANA	1,287,368
Cedar Fair, L.P.	OCEANS OF FUN	1,262,007
Cedar Fair, L.P.	OCEANS OF FUN AND DESIGN	1,291,812
Cedar Fair, L.P.	ORIENT EXPRESS	1,722,559
Cedar Fair, L.P.	PATRIOT	3,695,532
Cedar Fair, L.P.	PATRIOT	3,627,359
Cedar Fair, L.P.	PERILOUS PLUNGE	2,716,066
Cedar Fair, L.P.	PROWLER	3,890,580
Cedar Fair, L.P.	RAPTOR	1,993,759
Cedar Fair, L.P.	RAPTOR RULES THE SKY	2,244,086

<u>Grantor</u>	<u>Title</u>	<u>Reg. No./ App. No.</u>
Cedar Fair, L.P.	RAPTOR RULES THE SKY AND DESIGN	2,260,160
Cedar Fair, L.P.	REBEL YELL	1,545,740
Cedar Fair, L.P.	RENEGADE	3,841,838
Cedar Fair, L.P.	ROAD TRIP	85/485,823
Cedar Fair, L.P.	SHIVERING TIMBERS	3,043,244
Cedar Fair, L.P.	SHOOT THE RAPIDS	3,986,767
Cedar Fair, L.P.	SILVER BULLET	3,189,725
Cedar Fair, L.P.	SKYHAWK	3,320,698
Cedar Fair, L.P.	SOAK CITY	3,550,168
Cedar Fair, L.P.	STEEL FORCE	2,105,995
Cedar Fair, L.P.	STEEL FORCE AND DESIGN	2,106,014
Cedar Fair, L.P.	STINGER	85/338,766
Cedar Fair, L.P.	STINGER & Design	85/439,858
Cedar Fair, L.P.	SUPREME SCREAM	2,350,692
Cedar Fair, L.P.	SUPREME SCREAM (stylized)	2,355,972
Cedar Fair, L.P.	SURFSIDE GLIDERS	85/770,172
Cedar Fair, L.P.	TALON	2,952,021
Cedar Fair, L.P.	TALON THE GRIP OF FEAR	3,503,365
Cedar Fair, L.P.	TALON THE GRIP OF FEAR (stylized)	3,503,366
Cedar Fair, L.P.	TAXI JAM	2,274,452
Cedar Fair, L.P.	THE AMAZEMENT PARK	1,151,952
Cedar Fair, L.P.	THE BEAST	3,031,675
Cedar Fair, L.P.	THE GRIZZLY AND DESIGN	1,243,215
Cedar Fair, L.P.	THE HANGING	2,524,657
Cedar Fair, L.P.	THE ROLLER COASTER CAPITAL OF THE WORLD!	3,549,777
Cedar Fair, L.P.	THUNDERHAWK	1,816,978
Cedar Fair, L.P.	THRILLS CONNECT	4,262,595
Cedar Fair, L.P.	THRILLS U	85/793,219

<u>Grantor</u>	<u>Title</u>	<u>Reg. No./ App. No.</u>
Cedar Fair, L.P.	TICKETS TO DIE FOR	2,428,464
Cedar Fair, L.P.	TIMBER WOLF	1,575,673
Cedar Fair, L.P.	TOP THRILL DRAGSTER	3,006,874
Cedar Fair, L.P.	TWOGETHER IS BETTER	4,290,149
Cedar Fair, L.P.	VALLEY FAIR! FAMILY AMUSEMENT PARK	1,580,648
Cedar Fair, L.P.	VALLEY FAIR (stylized)	1,578,193
Cedar Fair, L.P.	VIRGINIA'S GIFT SHOP	1,079,101
Cedar Fair, L.P.	VORTEX	1,977,709
Cedar Fair, L.P.	WATER WORKS AND DESIGN	2,996,423
Cedar Fair, L.P.	WILD THING	2,009,925
Cedar Fair, L.P.	WILD WATER WILDERNESS	1,539,685
Cedar Fair, L.P.	WILDWATER KINGDOM	3,791,910
Cedar Fair, L.P.	WORLDS OF FUN	998,585
Cedar Fair, L.P.	WORLDS OF FUN	974,218
Cedar Fair, L.P.	WORLDS OF FUN AND DESIGN	1,005,984
Cedar Fair, L.P.	XCELERATOR THE RIDE	3,318,952
Cedar Fair, L.P.	XCELERATOR THE RIDE	3,307,742

EXCLUSIVE LICENSES UNDER REGISTERED U.S. TRADEMARKS AND APPLICATIONS

None.