## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Lehman Commercial Paper Inc., as Administrative Agent		05/25/2007	CORPORATION: NEW YORK

### **RECEIVING PARTY DATA**

Name:	Six Flags, Inc.
Street Address:	1540 Broadway
Internal Address:	15th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION: DELAWARE

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	76147317	WORLDWIDE THRILLS

#### **CORRESPONDENCE DATA**

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-7609

Email: ksolomon@stblaw.com Correspondent Name: Kirstie Howard, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER: Kirstie Howard	ATTORNEY DOCKET NUMBER:
	NAME OF SUBMITTER:
Signature: /kh/ TRADEMARK	Signature:

900077786 **REEL: 003549 FRAME: 0715** 

Date:	05/25/2007
Total Attachments: 4 source=SxFII869#page1.tif source=SxFII869#page3.tif source=SxFII869#page4.tif source=SxFII869#page5.tif	

TRADEMARK
REEL: 003549 FRAME: 0716

# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

TERMINATION AND RELEASE, dated as of May 25, 2007 (the "Termination and Release"), from LEHMAN COMMERCIAL PAPER INC., as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to SIX FLAGS, INC., a Delaware corporation (the "Grantor").

#### **WITNESSETH:**

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of November 5, 1999 (the "Guarantee and Collateral Agreement"), made by the Grantors (as defined therein) in favor of the Agent, a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights, dated as of July 8, 2002, among the Agent and the Grantor (the "Security Agreement"), by reference to Guarantee and Collateral Agreement, the Grantor reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on July 24, 2002, at Reel 2548 and Frame 0869; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Guarantee and Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

- 1. <u>Definitions</u>. The term "<u>Trademark Collateral</u>," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on <u>Schedule A</u> hereto). The term "<u>Trademarks</u>" shall have the meaning provided by reference in the Guarantee and Collateral Agreement.
- 2. <u>Release of Security Interest</u>. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.
- 3. <u>Further Assurances</u>. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

053113-1215-08435-NY03.2595935.1

TRADEMARK REEL: 003549 FRAME: 0717 IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

LEHMAN COMMERCIAL PAPER INC., as Administrative Agent

By:

Name: Craig Malloy

Title: Authorized Signatory

**REEL: 003549 FRAME: 0718** 

STATE OF New York	)	
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COUNTY OF New York	)	

On this 23rd day of May, 2007, before me personally appeared Craig Malloy to me known who, being by me duly sworn, did depose and say that he is Authorized Signatory of LEHMAN COMMERCIAL PAPER INC., described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by LEHMAN COMMERCIAL PAPER INC..

Notary Public

(Affix Seal Below)

NELVADIA HATCHER
Notary Public, State of New York
Registration # 01HA6082085
Qualified in Kings County
Commission Expires October 21, 20

053113-1215-08435-NY03,2595935,1

## Schedule A

# **U.S. Trademark Applications**

<u>Trademark</u> <u>Application Number</u>

WORLDWIDE THRILLS 76/147,317

053113-1215-08435-NY03.2595935.1

**RECORDED: 05/25/2007** 

TRADEMARK REEL: 003549 FRAME: 0720