

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bank of New York		02/21/2008	as Administrative Agent: NEW YORK
RECEIVING PARTY DATA			
Name:	WONDERLAND AMUSEMENT MANAGEMENT, LLC		
Street Address:	2249 Route 30 East,		
City:	Lancaster,		
State/Country:	PENNSYLVANIA		
Postal Code:	17033		
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76396030	A KINGDOM FOR KIDS!	
Serial Number:	76396032	A KINGDOM FOR KIDS!	
CORRESPONDENCE DATA			
Fax Number:	(610)371-8506		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	609-987-7050		
Email:	ejs@stevenslee.com		
Correspondent Name:	Elliott J. Stein, Esq.		
Address Line 1:	600 College Road East,		
Address Line 2:	Suite 4400,		
Address Line 4:	Princeton,, NEW JERSEY 08540		
ATTORNEY DOCKET NUMBER:	065152.00029		
NAME OF SUBMITTER:	Elliott J. Stein		
Signature:	/varlawyer/		

CH \$65.00 76396030

Date:

04/03/2008

Total Attachments: 3

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ASSIGNMENT OF PATENTS & TRADEMARKS

(Release of Security Interests Therein)

THE BANK OF NEW YORK, AS ADMINISTRATIVE AGENT (the "ASSIGNOR") with offices at One Wall Street, New York, NY 10286 certifies and agrees as follows:

1. By that certain Amended and Restated Security Agreement dated on or about September 18, 2002 ("INSTRUMENT"), ASSIGNOR obtained a security interest in and assignment of the United States Patents and Patent Applications described on SCHEDULE A ("PATENTS") and the Registered Trademarks and Applications for Trademark Registration (together with all associated goodwill) described on Schedule B ("TRADEMARKS") of WONDERLAND AMUSEMENT MANAGEMENT, LLC ("ASSIGNEE"); and
2. ASSIGNEE has satisfied the conditions of the INSTRUMENT and is entitled to the cancellation of ASSIGNOR's security interest in and to the PATENTS and TRADEMARKS and the (re)assignment of its interest therein to ASSIGNEE; and
3. ASSIGNOR has not previously assigned or otherwise transferred its interest in the PATENTS or TRADEMARKS, or any of them, to any other person or entity;

NOW, THEREFORE, in consideration of the payment of Ten (US\$10.00) U.S. Dollars, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the ASSIGNOR, ASSIGNOR, by these presents, does hereby sell, assign, transfer and dispose of its entire right, title and interest in and to the PATENTS and TRADEMARKS, and any of them, to ASSIGNEE to be held and enjoyed by said ASSIGNEE for its own use, behoof and benefit, and for the behoof and benefit of ASSIGNEE's legal representatives and assigns, free and clear of any claim or interest of ASSIGNOR, or any person or entity claiming by or through ASSIGNOR.

FURTHER, ASSIGNOR authorizes ASSIGNEE to record this Assignment and shall execute and deliver to ASSIGNEE, such other documents as ASSIGNEE, its legal representatives or assignees may reasonably require to effect and/or confirm the cancellation of ASSIGNOR's interest in and to the PATENTS and TRADEMARKS, and any of them.

[SIGNATURE PAGE FOLLOWS]

Schedule A
PATENTS

<u>Patent No.</u>	<u>Appl. No.</u>	<u>Title</u>
		NONE

Schedule B
TRADEMARKS

<u>Serial No.</u>	<u>Registration No.</u>	<u>Mark</u>
76/396030	2872228	A KINGDOM FOR KIDS!
76/396032	2872229	A KINGDOM FOR KIDS!