

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FUNTIME, INC.		04/30/2010	CORPORATION: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GOLDMAN SACHS LENDING PARTNERS LLC, as administrative agent		
<b>Street Address:</b>	200 West Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10282		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1832475	TEXAS TWISTER	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	714-540-1235		
Email:	ipdocket@lw.com, kristin.azcona@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 Town Center Drive, 20th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	022411-1077		
NAME OF SUBMITTER:	Kristin J. Azcona		
Signature:	/kja/		
Date:	05/14/2010		

OP \$40.00 1832475

**Total Attachments: 5**

source=Fun Time - Executed Second Lien TM Security Agr (Fl)pdf#page1.tif

source=Fun Time - Executed Second Lien TM Security Agr (Fl)pdf#page2.tif

source=Fun Time - Executed Second Lien TM Security Agr (Fl)pdf#page3.tif

source=Fun Time - Executed Second Lien TM Security Agr (Fl)pdf#page4.tif

source=Fun Time - Executed Second Lien TM Security Agr (Fl)pdf#page5.tif

GRANT OF SECOND LIEN  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of April 30, 2010 is made by FUNTIME, INC., a Ohio corporation, located at 1540 Broadway, New York, NY 10036 (the “Grantor”), in favor of GOLDMAN SACHS LENDING PARTNERS LLC, as Administrative Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Second Lien Credit Agreement, dated as of April 30, 2010 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Six Flags Entertainment Corporation (formerly known as Six Flags, Inc.), a Delaware corporation (“Parent”), Six Flags Operations Inc, a Delaware corporation (the “Holdings”), Six Flags Theme Parks Inc., a Delaware corporation (the “Borrower”), each of the other grantors party thereto and the Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a Guarantee and Collateral Agreement, dated as of April 30, 2010, in favor of the Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 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 provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and agrees to assign all of the Grantor’s right, title and interest in, to and under the following (collectively, the “Trademark Collateral”), to the Agent for the benefit of the Agent and the Secured Parties to secure payment, performance and observance of the Obligations:

(a) (i) all trademarks, trade names, brand names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, domain names, service marks, logos and other source or business identifiers, and all goodwill associated therewith or symbolized thereby, now

existing or hereafter adopted or acquired, all registrations thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any group of countries, other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing listed in Schedule A hereto, and (ii) the right to obtain all renewals thereof; and

(b) all rights to sue at law or in equity for any Infringement thereof, including the right to receive all proceeds and damages therefrom.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications (or any registrations issuing therefrom) under applicable federal law.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. 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 govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

*(Remainder of the page intentionally left blank)*



GOLDMAN SACHS LENDING PARTNERS LLC, as  
Administrative Agent for the Secured Parties

By: AD [Signature]  
Authorized Signatory

Schedule A

U.S. Trademark Registrations and Applications

TRADEMARK	SERIAL NO.	REG NO.	COUNTRY/ STATE	STATUS
TEXAS TWISTER	74/366,644	1,832,475	United States	Registered