

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Festival Fun Parks, LLC		02/28/2011	LIMITED LIABILITY COMPANY: DELAWARE
Wonderland Amusement Management, LLC		02/28/2011	LIMITED LIABILITY COMPANY: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Wilmington Trust FSB, as Collateral Agent
Street Address:	246 Goose Lane, Suite 105
City:	Guilford
State/Country:	CONNECTICUT
Postal Code:	06437
Entity Type:	Federal Savings Bank: UNITED STATES

PROPERTY NUMBERS Total: 71

Property Type	Number	Word Mark
Registration Number:	3632292	ALLIGATOR AMBUSH
Registration Number:	3632293	ALLIGATOR AMBUSH
Registration Number:	2240251	BIG KAHUNA'S
Registration Number:	1535831	BLACK HOLE
Registration Number:	2463720	BOOMERS
Registration Number:	2752695	BOOMERS!
Registration Number:	2554978	CASTLE PARK
Registration Number:	3693074	DAYCATION
Registration Number:	3693075	DAYCATION
Registration Number:	3561833	THE DAYCATION DESTINATION
Registration Number:	3561848	THE DAYCATION DESTINATION
Registration Number:	3761788	DR. VON DARK'S TUNNEL OF TERROR

OP \$1790.00 3632292

900185957

**TRADEMARK
 REEL: 004493 FRAME: 0271**

Registration Number:	3761789	DR. VON DARK'S TUNNEL OF TERROR
Registration Number:	2489997	EARTH CAMP
Registration Number:	2497594	EARTH CAMP
Registration Number:	2189335	ELECTRIC ALLEY
Registration Number:	2197511	HIGH EXTREME
Registration Number:	3610067	HONOLULU HALF PIPE
Registration Number:	3610068	HONOLULU HALF PIPE
Registration Number:	1162253	KAMIKAZE
Registration Number:	3440786	KENNYWOOD
Registration Number:	1311539	LAZY RIVER
Serial Number:	85212670	MALIBU
Registration Number:	1129698	MALIBU GRAND PRIX
Registration Number:	2468658	MALIBU SPEEDZONE
Registration Number:	2463078	MALIBU SPEEDZONE
Registration Number:	2599231	MERLIN'S REVENGE
Registration Number:	1882558	MOUNTASIA FAMILY FUNCENTERS
Registration Number:	2011552	MOUNTASIA FAMILY FUN CENTER
Serial Number:	85202189	PALACE ENTERTAINMENT
Registration Number:	1348649	RAGING WATERS
Registration Number:	3256259	SANDCASTLE
Registration Number:	3723418	SCREAMIN DEMON
Registration Number:	3723419	SCREAMIN DEMON
Registration Number:	2017875	SILVER SPRINGS
Registration Number:	2226880	SLICK TRAX
Registration Number:	2189336	SPEEDWAY GOLF
Registration Number:	2273434	SPEEDWAY GOLF
Registration Number:	1831253	SPEED ZONE
Registration Number:	2306846	SPEEDZONE
Registration Number:	2306845	SPEEDZONE CAFE
Registration Number:	2299235	SPEEDZONE CAFE
Registration Number:	2029600	SPLASH ISLAND ADVENTURE
Registration Number:	3138856	SPLISH SPLASH
Registration Number:	3139049	SPLISH SPLASH
Registration Number:	1750522	
Registration Number:	3821857	THE BERMUDA TRIANGLE

Registration Number:	1755840	THE WORLD'S GREATEST WATER ADVENTURE
Registration Number:	2991908	THUNDER RAPIDS
Registration Number:	2189337	TURBO TRACK
Registration Number:	2399455	WANNA RACE?
Registration Number:	1226220	WET 'N WILD
Registration Number:	2199474	WET'N WILD
Registration Number:	2194958	WET 'N WILD
Registration Number:	2129170	WET'N WILD
Registration Number:	2195012	WET'N WILD
Serial Number:	77946121	WHIRLYBIRD
Serial Number:	77946140	WHIRLYBIRD
Registration Number:	3885151	WILD WATERS
Registration Number:	2196106	WILD WATERS
Registration Number:	1578214	WILD WATERS
Registration Number:	2471419	WILD WATERS WATERPARK
Registration Number:	1794443	WILLY WILLY
Registration Number:	1693572	WILLY-WILLY
Registration Number:	2474715	WINNERS CIRCLE
Serial Number:	85248818	OLD MILL STREAM
Serial Number:	85248824	OLD MILL STREAM
Registration Number:	2872228	A KINGDOM FOR KIDS!
Registration Number:	2872229	A KINGDOM FOR KIDS!
Registration Number:	2947909	DUTCH WINTER WONDERLAND
Registration Number:	1899268	DUTCH WONDERLAND

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7976
Email: ksolomon@stblaw.com
Correspondent Name: Mindy M. Lok, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 073261/0003

NAME OF SUBMITTER: Mindy M. Lok

Signature:	/m/
Date:	03/09/2011
<p>Total Attachments: 15 source=FFPWTT#page1.tif source=FFPWTT#page2.tif source=FFPWTT#page3.tif source=FFPWTT#page4.tif source=FFPWTT#page5.tif source=FFPWTT#page6.tif source=FFPWTT#page7.tif source=FFPWTT#page8.tif source=FFPWTT#page9.tif source=FFPWTT#page10.tif source=FFPWTT#page11.tif source=FFPWTT#page12.tif source=FFPWTT#page13.tif source=FFPWTT#page14.tif source=FFPWTT#page15.tif</p>	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 28, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "**Grantors**") in favor of Wilmington Trust FSB, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, the "**Collateral Agent**").

WHEREAS, the Grantors are party to a Pledge and Security Agreement, dated as of February 28, 2011 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**"), among Palace Entertainment Holdings, LLC (the "**Borrower**"), the other Grantors from time to time party thereto and the Collateral Agent, pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether now or hereafter existing or in which such Grantor now has or hereafter acquires an interest and wherever the same may be located (collectively, the "**Trademark Collateral**"):

- (a) all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, and (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto (collectively, "**Trademarks**");

(b) any and all agreements, licenses and covenants providing for the granting of any exclusive right to such Grantor in or to any registered Trademark or application therefor including, without limitation, each agreement required to be listed in Schedule A attached hereto, and the right to sue or otherwise recover for past, present and future infringement, dilution or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto; and

(c) all Proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. PLEDGE AND SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. GOVERNING LAW

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FESTIVAL FUN PARKS, LLC

By: _____

Name:

Title:

Michael L. Baroni
General Counsel & Secretary

[Trademark Security Agreement]

TRADEMARK
REEL: 004493 FRAME: 0277

STATE OF CA)
)
COUNTY OF Orange) ss.

On this 28 day of February, 2011 before me personally appeared Michael Baroni, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Festival Fun Parks, LLC, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Diana

Notary Public



[Trademark Security Agreement]

TRADEMARK
REEL: 004493 FRAME: 0278

**WONDERLAND AMUSEMENT MANAGEMENT,
LLC**

By: _____

Name:

Title:

**Michael L. Baroni
General Counsel & Secretary**

[Trademark Security Agreement]

STATE OF CA)
)
COUNTY OF Orange) ss.

On this 28 day of February, 2011 before me personally appeared Michael Baroni, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Wonderland Amusement^{Agent} who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

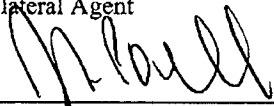
Diana
Notary Public



[Trademark Security Agreement]

Accepted and Agreed:

WILMINGTON TRUST FSB,
as Collateral Agent

By: 
Name: Joseph P. O'Donnell
Title: Vice President




Trademark Security Agreement

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

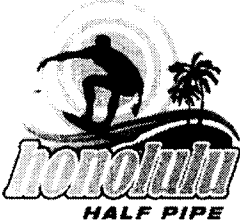


TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor: Festival Fun Parks, LLC


Mark	App. No. Filing Date	Reg. No. Reg. Date
ALLIGATOR AMBUSH	77/306818 10/17/2007	3632292 06/02/2009
	77/306823 10/17/2007	3632293 06/02/2009
BIG KAHUNA'S	75/320322 07/07/1997	2240251 04/20/1999
BLACK HOLE	73/746353 08/15/1988	1535831 04/18/1989
BOOMERS	76/026266 04/01/2000	2463720 06/26/2001
	76/463763 11/04/2002	2752695 08/19/2003
CASTLE PARK	76/041250 05/04/2000	2554978 04/02/2002
DAYCATION	77/170405 05/01/2007	3693074 10/06/2009





Mark	App. No. Filing Date	Reg. No. Reg. Date
DAYCATION	77/170422 05/01/2007	3693075 10/06/2009
THE DAYCATION DESTINATION	77/170423 05/01/2007	3561833 01/13/2009
	77/177653 05/10/2007	3561848 01/13/2009
DR. VON DARK'S TUNNEL OF TERROR	77/625898 12/03/2008	3761788 03/16/2010
	77/625917 12/03/2008	3761789 03/16/2010
EARTH CAMP	75/793238 09/07/1999	2489997 09/18/2001
	75/793218 09/07/1999	2497594 10/16/2001

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Mark	App. No. Filing Date	Reg. No. Reg. Date
ELECTRIC ALLEY	75/334117 08/01/1997	2189335 09/15/1998
HIGH EXTREME	75/295826 05/21/1997	2197511 10/20/1998
HONOLULU HALF PIPE	77/446419 04/11/2008	3610067 04/21/2009
	77/446469 04/11/2008	3610068 04/21/2009
KAMIKAZE	73/236189 10/22/1979	1162253 07/21/1981
KENNYWOOD	78/955690 08/18/2006	3440786 06/03/2008
LAZY RIVER	73/467352 02/27/1984	1311539 12/25/1984
	85/212670 01/07/2011	
MALIBU GRAND PRIX	73/183392 08/24/1978	1129698 01/22/1980
MALIBU SPEEDZONE	75/334124 08/01/1997	2468658 07/17/2001
	75/351249 09/03/1997	2463078 06/26/2001





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Mark	App. No. Filing Date	Reg. No. Reg. Date
MERLIN'S REVENGE	76/201751 01/30/2001	2599231 07/23/2002
MOUNTASIA FAMILY FUNCENTERS	74/463953 11/29/1993	1882558 03/07/1995
	74/673130 04/27/1995	2011552 10/29/1996
	85/202189 12/20/2010	
RAGING WATERS	73/498924 09/11/1984	1348649 07/09/1985
SANDCASTLE	78/955717 08/18/2006	3256259 06/26/2007
SCREAMIN DEMON	77/564756 09/08/2008	3723418 12/08/2009
	77/564763 09/08/2008	3723419 12/08/2009
SILVER SPRINGS	75/042424 01/11/1996	2017875 11/19/1996
SLICK TRAX	75/334120 08/01/1997	2226880 02/23/1999
SPEEDWAY GOLF	75/334118 08/01/1997	2189336 09/15/1998


Mark	App. No. Filing Date	Reg. No. Reg. Date
	75/351246 09/03/1997	2273434 08/31/1999
SPEED ZONE	74/387689 05/06/1993	1831253 04/19/1994
SPEEDZONE	75/334123 08/01/1997	2306846 01/11/2000
SPEEDZONE CAFE	75/334109 08/01/1997	2306845 01/11/2000
	75/351245 09/03/1997	2299235 12/14/1999
SPLASH ISLAND ADVENTURE	74/667688 04/28/1995	2029600 01/14/1997
SPLISH SPLASH	78/719821 09/23/2005	3138856 09/05/2006
	78/728839 10/07/2005	3139049 09/05/2006
	74/260678 03/30/1992	1750522 02/02/1993

Mark	App. No. Filing Date	Reg. No. Reg. Date
THE BERMUDA TRIANGLE	77/911401 01/13/2010	3821857 07/20/2010
THE WORLD'S GREATEST WATER ADVENTURE	74/296878 07/23/1992	1755840 03/02/1993
THUNDER RAPIDS	78/363500 02/05/2004	2991908 09/06/2005
TURBO TRACK	75/334119 08/01/1997	2189337 09/15/1998
WANNA RACE?	75/698559 05/04/1999	2399455 10/31/2000
WET 'N WILD	73/176927 07/03/1978	1226220 02/01/1983
<i>Wet'n Wild</i>	75/278490 04/21/1997	2199474 10/27/1998
<i>Wet'n Wild</i>	75/267814 04/02/1997	2194958 10/13/1998
<i>Wet'n Wild</i>	75/268282 04/02/1997	2129170 01/13/1998
<i>Wet'n Wild</i>	75/278546 04/21/1997	2195012 10/13/1998
WHIRLYBIRD	77/946121 02/26/2010	


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Mark	App. No. Filing Date	Reg. No. Reg. Date
	77/946140 02/26/2010	
WILD WATERS	77/893308 12/14/2009	3885151 12/07/2010
WILD WATERS	75/976927 01/11/1996	2196106 10/13/1998
	73799406 1578214	1989-05-11 1990-01-16
	76/032872 04/24/2000	2471419 07/24/2001
	74/035944 03/08/1990	1794443 09/21/1993
WILLY-WILLY	74/035724 03/07/1990	1693572 06/09/1992
WINNERS CIRCLE	75/334116 08/01/1997	2474715 08/07/2001

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Mark	App. No. Filing Date	Reg. No. Reg. Date
OLD MILL STREAM	85/248,818 02/22/2011	
	85/248,824 02/22/2011	

Grantor: Wonderland Amusement Management LLC

Mark	App. No. Filing Date	Reg. No. Reg. Date
	76/396030 04/15/2002	2872228 08/10/2004
A KINGDOM FOR KIDS!	76/396032 04/15/2002	2872229 08/10/2004
DUTCH WINTER WONDERLAND	78/385616 03/17/2004	2947909 05/10/2005
DUTCH WONDERLAND	74/481273 01/24/1994	1899268 06/13/1995

EXCLUSIVE TRADEMARK LICENSES

None.

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