

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
General Electric Capital Corporation, as Collateral Agent		09/16/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Festival Fun Parks, LLC
Street Address:	4590 Macarthur Blvd.
Internal Address:	Suite 400
City:	Newport Beach
State/Country:	CALIFORNIA
Postal Code:	92660
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3632292	ALLIGATOR AMBUSH
Registration Number:	3632293	ALLIGATOR AMBUSH
Registration Number:	2017875	SILVER SPRINGS
Registration Number:	3885151	WILD WATERS
Registration Number:	2196106	WILD WATERS
Registration Number:	2471419	WILD WATERS WATERPARK

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.

Phone: +44 20-7275-6573
 Email: ksolomon@stblaw.com
 Correspondent Name: Till I. Lefranc, Esq.
 Address Line 1: Citypoint

CH \$165.00 3632292

Address Line 2: One Ropemaker Street
Address Line 4: London, UNITED KINGDOM EC2Y 9HU

ATTORNEY DOCKET NUMBER:	073261/0003
NAME OF SUBMITTER:	Till I. Lefranc
Signature:	/t/
Date:	09/18/2013

Total Attachments: 5
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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS, dated as of September 16, 2013 (this "Termination and Release"), from GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, located at 901 Main Avenue, Norwalk, CT 06851, as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent"), to FESTIVAL FUN PARKS, LLC, a Delaware limited liability company, located at 4590 Macarthur Blvd., Suite 400, Newport Beach, CA 92660 (the "Grantor"). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Trademark Security Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to the Revolving Credit Agreement, dated as of February 28, 2011 (as amended, amended and restated, reaffirmed, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Palace Entertainment Holdings, LLC (the "Borrower"), certain of its subsidiaries (including the Grantor) party thereto as guarantors, the lenders party thereto from time to time and General Electric Capital Corporation, as administrative agent, and the Collateral Agent, the lenders agreed to extend credit to the Borrower subject to the terms and conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor, the other grantors party thereto and the Collateral Agent entered into a Pledge and Security Agreement, dated as of February 28, 2011 (as amended, amended and restated, reaffirmed, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), pursuant to which the Grantor executed and delivered that certain Trademark Security Agreement dated as of February 28, 2011, among the Collateral Agent, the Grantor and the other parties thereto (the "Trademark Security Agreement");

WHEREAS, pursuant to the Pledge and Security Agreement and the Trademark Security Agreement, the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under certain collateral, including the Released Trademark Collateral (as hereinafter defined);

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on March 9, 2011 at Reel 004493 and Frame 0345;

WHEREAS, pursuant to Section 2.03 of Annex A to the Credit Agreement, the Grantor is transferring certain of its assets, including the Released Trademark Collateral, to a third party; and

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of the security interest granted in and recorded against the Released Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, and upon the terms set forth in this Termination and Release, the Collateral Agent and the Grantor hereby agree as follows:

1. Definitions. The term “Released Trademark Collateral,” as used herein, shall mean all of the Grantor’s right, title and interest in, to and under the Trademarks listed on Schedule A hereto.

2. Release of Security Interest. The Collateral Agent, on behalf of the Secured Parties, hereby terminates, releases and discharges its security interest in and lien on the Released Trademark Collateral, and any right, title or interest the Collateral Agent may have in the Released Trademark Collateral shall hereby cease and become void, all without any recourse, representation or warranty of any kind.

3. Authorization. The Collateral Agent authorizes the Grantor to request that the United States Patent and Trademark Office record this Termination and Release against the Released Trademark Collateral.

4. Further Assurances. At the sole cost and expense of the Grantor, the Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case as may be reasonably necessary to effect the release of the security interest in the Released Trademarks Collateral.

5. Effect on the Pledge and Security Agreement and the Trademark Security Agreement. Except as specifically set forth herein, the Pledge and Security Agreement and the Trademark Security Agreement (including any exhibits, schedules and annexes thereto) and the security interest in and continuing lien on all of the Grantor’s right, title and interest in the Trademarks and other collateral granted thereunder, other than the Released Trademark Collateral, shall remain in full force and effect and are hereby ratified and confirmed.

6. Counterparts. This Termination and Release may be executed in one or more counterparts and by different parties 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 Termination and Release by facsimile transmission or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Termination and Release.

7. GOVERNING LAW. THIS TERMINATION AND RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned have executed this Termination and Release by their respective duly authorized officers as of the date first above written.

GENERAL ELECTRIC CAPITAL
CORPORATION, as Collateral Agent

By: 

Name: John C. Bambach

Title: Duly Authorized Signatory

[Signature Page to Termination and Release of Security Interest in Trademark Rights]

TRADEMARK
REEL: 005113 FRAME: 0780

FESTIVAL FUN PARKS, LLC

By: Russell Owens 9/10/13
Name: RUSSELL D OWENS
Title: CHIEF FINANCIAL OFFICER

[Signature Page to Termination and Release of Security Interest in Trademark Rights]

TRADEMARK
REEL: 005113 FRAME: 0781

Schedule A

	Mark/ Image	App. No. Filing Date	Reg. No. Reg. Date
1.	ALLIGATOR AMBUSH	77/306818 10/17/2007	3632292 06/02/2009
2.	Alligator Ambush 	77/306823 10/17/2007	3632293 06/02/2009
3.	Silver Springs	75/042424 01/11/1996	2017875 11/19/1996
4.	Wild Waters	77/893308 12/14/2009	3885151 12/07/2010
5.	Wild Waters	75/976927 01/11/1996	2196106 10/13/1998
6.	Wild Waters WaterPark 	76/032872 04/24/2000	2471419 07/24/2001