

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		10/01/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

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

Name:	Village Roadshow Theme Parks Pty Ltd
Street Address:	Jam Factory
Internal Address:	500 Chapel Street
City:	South Yarra
State/Country:	AUSTRALIA
Postal Code:	3141
Entity Type:	COMPANY: AUSTRALIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
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

CORRESPONDENCE DATA

Fax Number: 2124552502
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (212) 455-7149
Email: ksolomon@stblaw.com
Correspondent Name: Paul R. Rodriguez, 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
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DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Paul. R. Rodriguez
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Signature:	/prr/
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Date:	10/10/2013
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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 October 1, 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") and VILLAGE ROADSHOW THEME PARKS PTY LTD, located at Jam Factory, 500 Chapel Street, South Yarra, Victoria, Australia 3141 ("Assignee"). 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 (the "Security Interest") 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, Grantor assigned all of its rights, title and interests in and to the Released Trademark Collateral and the goodwill pertaining thereto to Assignee on November 14, 2011, by a Deed of Assignment recorded in the United States Patent and Trademark Office on January 17, 2012, at Reel 004699 and Frame 0361; 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. Definition. The term “Released Trademark Collateral,” as used herein, shall mean all rights, title and interests in and to the Trademarks listed on Schedule A hereto subject to the Security Interest.

2. Representation by Grantor. The Grantor represents that the transfers of the Released Trademark Collateral did not and do not constitute an “Asset Sale” as defined in the Credit Agreement because it qualifies under clause (a) of the term “Asset Sale”.

3. 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 or the Secured Parties may have in the Released Trademark Collateral shall hereby cease and become void, all without any recourse, representation or warranty of any kind.

4. 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.

5. 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 Trademark Collateral.

6. 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.

7. 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.

8. 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: 005129 FRAME: 0394





FESTIVAL FUN PARKS, LLC

By: Russell Owens
Name: RUSSELL D OWENS
Title: CHIEF FINANCIAL OFFICER

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

TRADEMARK
REEL: 005129 FRAME: 0395

Schedule A

	Mark/ Image	App. No. Filing Date	Reg. No. Reg. Date
1.	WET 'N WILD	73/176927 07/03/1978	1226220 02/01/1983
2.	WET 'N WILD 	75/278490 04/21/1997	2199474 10/27/1998
3.	WET 'N WILD 	75/267814 04/02/1997	2194958 10/13/1998
4.	WET 'N WILD 	75/268282 04/02/1997	2129170 01/13/1998
5.	WET 'N WILD 	75/278546 04/21/1997	2195012 10/13/1998