

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386771

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP (as Successor Collateral Agent to General Electric Capital Corporation)		05/03/2016	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Festival Fun Parks, LLC (Successor in Interest to Wonderland Amusement Management, 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: 1			
Property Type	Number	Word Mark	
Registration Number:	2613584	NOAH'S ARK	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212) 455-3948		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Jeff Levine, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
NAME OF SUBMITTER:	Jeff Levine		
SIGNATURE:	/JL/		
DATE SIGNED:	06/06/2016		
Total Attachments: 4			
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RELEASE OF TRADEMARK SECURITY AGREEMENT

This **RELEASE OF TRADEMARK SECURITY AGREEMENT** (this “Release”) is dated as of May 3, 2016 by Antares Capital LP, a Delaware limited partnership (“Antares”), acting in its capacity as the successor collateral agent to General Electric Capital Corporation (“GECC”) (in such capacity, the “Collateral Agent”), in favor of Festival Fun Parks, LLC (successor in interest to Wonderland Amusement Management, LLC) (the “Grantor”). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (as defined below).

WHEREAS, the Grantor, Borrower the Collateral Agent and the other parties thereto entered into that certain Pledge and Security Agreement, dated as of February 28, 2011 (the “Security Agreement”), pursuant to which Grantor executed and delivered to the Collateral Agent that certain Trademark Security Agreement, dated as of February 28, 2011 (the “Initial Trademark Security Agreement”), and Grantor and the Collateral Agent entered into additional Trademark Security Agreements dated March 30, 2012 and July 11, 2014 respectively (collectively, the “Subsequent Trademark Security Agreements” and together with the Initial Trademark Security Agreement the “Trademark Security Agreements”), for recordation with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreements were recorded with the United States Patent and Trademark Office on May 25, 2012 at Reel/Frame 4788/0426 in favor of GECC;

WHEREAS, pursuant to the terms and conditions of the Security Agreement and the Trademark Security Agreements, the Grantor granted to the Collateral Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest (the “Security Interest”) in all of the Grantors’ respective right, title and interest in, to and under the Trademark Collateral (as defined below);

WHEREAS, pursuant to certain assignment arrangements, including that certain Assignment of Intellectual Property Security Agreement dated as of August 21, 2015 between GECC and Antares, GECC was replaced by Antares as Collateral Agent and consequently Antares acquired all of the Collateral Agent’s right, title and interest in the Trademark Collateral;

WHEREAS, the Assignment of Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on August 24, 2015 at Reel/Frame 5606/0919 in favor of Antares; and

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its security interest in the Trademark Collateral.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

The term “Trademark Collateral,” as used herein, shall mean all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, services marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature,

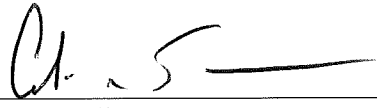
whether or not registered, and with respect to any and all of the foregoing; (i) all registrations and applications therefor including without limitation, the registrations and applications listed or required to be listed in Schedule I attached hereto, (ii) all extensions or renewals of any of the foregoing, (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 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")

The Collateral Agent, on behalf of the Secured Parties, hereby terminates, releases and forever discharges the Security Interest in the Trademark Collateral, without recourse, representation, warranty or other assurance of any kind, and retransfers and reassigns to the Grantor any right, title or interest of the Collateral Agent in, to or under the Trademark Collateral.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized signatory effective as of the date first above written.

ANTARES CAPITAL LP, as Collateral Agent

By: 
Name: Colin W. Torrance
Title: Duly Authorized Signatory

[Signature Page to Release of Trademark Security Agreement]

TRADEMARK
REEL: 005807 FRAME: 0880

Schedule 1

to

RELEASE OF TRADEMARK SECURITY AGREEMENT

Grantor: Festival Fun Parks, LLC

Title	App. No./ Reg. No.
NOAH'S ARK	2613584