

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM573891

| | |
|------------------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------|----------|----------------|--|
| Cedar Fair, L.P. | | 04/27/2020 | Limited Partnership: DELAWARE |
| Kings Dominion LLC | | 04/27/2020 | Limited Liability Company: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|----------------------------|
| Name: | JPMorgan Chase Bank, N.A. |
| Street Address: | 10 S. Dearborn, 7th Floor |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60603 |
| Entity Type: | Association: UNITED STATES |

PROPERTY NUMBERS Total: 17

| Property Type | Number | Word Mark |
|----------------|----------|-----------------------|
| Serial Number: | 88696330 | WAVES OF PAGES |
| Serial Number: | 88696287 | SOUND WAVES |
| Serial Number: | 88445197 | PASS PERKS |
| Serial Number: | 88696332 | AQUA LAB |
| Serial Number: | 87469703 | HANGTIME |
| Serial Number: | 87868589 | COPPERHEAD STRIKE |
| Serial Number: | 87789980 | A PLACE LIKE NO OTHER |
| Serial Number: | 87830359 | WHERE AWESOME HAPPENS |
| Serial Number: | 87789986 | IT'S AMAZING IN HERE |
| Serial Number: | 87515848 | RAILBLAZER |
| Serial Number: | 87644959 | FAST LANE |
| Serial Number: | 74024213 | SCHLITTERBAHN |
| Serial Number: | 76117482 | SCHLITTERBAHN |
| Serial Number: | 76118733 | SCHLITTERBAHN |
| Serial Number: | 76118734 | SCHLITTERBAHN |
| Serial Number: | 75861179 | TRANSPORTAINMENT |
| Serial Number: | 87565864 | TWISTED TIMBERS |

OP \$440.00 88696330

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 8009144240*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.***Phone:** 800-713-0755**Email:** Michael.Violet@wolterskluwer.com, ECarrera@cahill.com**Correspondent Name:** CT Corporation**Address Line 1:** 4400 Easton Commons Way**Address Line 2:** Suite 125**Address Line 4:** Columbus, OHIO 43219

| | |
|---------------------------|------------------|
| NAME OF SUBMITTER: | Elaine Carrera |
| SIGNATURE: | /Elaine Carrera/ |
| DATE SIGNED: | 04/28/2020 |

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Cedar Fair, L.P.
- 2. Kings Dominion LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other 1. Limited Partnership-DE; 2. LLC-DE
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) April 27, 2020

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A.

Street Address: 10 S. Dearborn, 7th Floor

City: Chicago

State: IL

Country: USA Zip: 60603

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
See Schedule A

B. Trademark Registration No.(s)
See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP,
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

17

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

April 28, 2020

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** dated as of April 27, 2020 (as amended, supplemented or otherwise modified from time to time, this “Agreement”) is made by **CEDAR FAIR, L.P.** and **KINGS DOMINION LLC** (collectively, the “Grantors”) in favor of **JPMORGAN CHASE BANK, N.A.**, as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Cedar Fair, L.P., Magnum Management Corporation, Millennium Operations LLC (collectively, the “Borrowers”) and Canada’s Wonderland Company (the “Canadian Borrower”), the lenders party thereto and the Collateral Agent have entered into Amendment No. 2, dated as of the date hereof (the “Amendment”), to the Amended and Restated Credit Agreement, dated as of April 13, 2017 (as amended by Amendment No. 1, dated as of March 14, 2018, and as further amended, restated, supplemented or otherwise modified from time to time, the “Existing Credit Agreement”); the Existing Credit Agreement, as amended by the Amendment and as the same may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, the Borrowers have requested an increase in the U.S. Revolving Commitments pursuant to Section 2.6(a) of the Existing Credit Agreement on the terms set forth in the Amendment;

WHEREAS, under the terms of that certain Amended and Restated Guarantee and Collateral Agreement, dated as of April 13, 2017, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), the Grantors are required to grant a security interest in certain property, including without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the benefit of the Secured Parties, and have agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office;

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 as follows:

SECTION 1. DEFINED TERMS. Capitalized terms not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. As collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of such Grantors’ Obligations, the Grantors hereby grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of Grantors’ right, title, and interest in, to and under the following, whether now owned or existing or at any time acquired by such Grantors or in which such Grantors now have or at any time in the future may acquire (collectively, the “Trademark Collateral”):

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, trade dress, domain

names, and other source or business identifiers, all registrations, recordings and renewals thereof, and all applications in connection therewith arising under the laws of the United States or Canada or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, each registered trademark and trademark application identified in Schedule A hereto, (ii) the right to obtain all renewals thereof, (iii) all of the goodwill associated with any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements, dilutions or other violations thereof, (v) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements, dilutions, or other violations thereof), and (vi) all other rights of any kind whatsoever accruing thereunder or pertaining thereto;

(b) any written agreement providing for the grant by or to any Person of any right to use any Trademark and all income, royalties, and other payments due and/or payable with respect thereto; and

(c) notwithstanding the foregoing, Trademark Collateral shall exclude trademark applications filed in the United States Patent and Trademark Office on the basis of the Grantors' "intent-to-use" such trademark, unless and until acceptable evidence of use of the Trademark has been filed and accepted with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting a Lien in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application; provided that, upon filing such evidence, such application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral.

SECTION 3. PRECEDENCE. This Agreement has been executed in conjunction with the provisions of the Guarantee and Collateral Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted herein are in addition to those set forth in the Guarantee and Collateral Agreement, all terms and provisions of which are incorporated herein by reference. 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 control.

SECTION 4. RECORDATION. The Grantors authorize and request that the United States Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 5. GENERAL.

(a) Governing Law. THIS DOCUMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

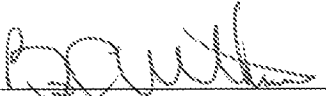
(b) Counterparts. This Agreement may be executed in any number of counterparts (including by facsimile), each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]


IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered as of the date first above written.

CEDAR FAIR, L.P.

By: Cedar Fair Management Inc., its General Partner

By: 
Name: Brian C. Witherow
Title: Executive Vice President and Chief Financial Officer

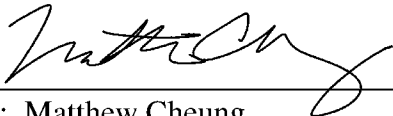
KINGS DOMINION LLC

By: 
Name: Brian C. Witherow
Title: Executive Vice President and Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006924 FRAME: 0731

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 
Name: Matthew Cheung
Title: Vice President

United States Intellectual Property

U.S. Trademark Registrations and Applications

| | Owner | Trademark | Appl. No. Filing Date | Reg. No. Reg. Date |
|-----|--------------------|-----------------------|----------------------------------|-------------------------------|
| 1. | Cedar Fair, L.P. | WAVES OF PAGES | 88696330 11/18/2019 | Pending |
| 2. | Cedar Fair, L.P. | SOUND WAVES | 88696287 11/18/2019 | Pending |
| 3. | Cedar Fair, L.P. | PASS PERKS | 88445197 05/24/2019 | 5963680 01/14/2020 |
| 4. | Cedar Fair, L.P. | AQUA LAB | 88696332 11/18/2019 | Pending |
| 5. | Cedar Fair, L.P. | HANGTIME | 87469703 05/31/2017 | 5788391 06/25/2019 |
| 6. | Cedar Fair, L.P. | COPPERHEAD STRIKE | 87868589 04/09/2018 | 5783034 06/18/2019 |
| 7. | Cedar Fair, L.P. | A PLACE LIKE NO OTHER | 87789980 02/08/2018 | 5671427 02/05/2019 |
| 8. | Cedar Fair, L.P. | WHERE AWESOME HAPPENS | 87830359 03/12/2018 | 5619205 11/27/2018 |
| 9. | Cedar Fair, L.P. | IT'S AMAZING IN HERE | 87789986 02/08/2018 | 5619120 11/27/2018 |
| 10. | Cedar Fair, L.P. | RAILBLAZER | 87515848 07/05/2017 | 5576852 10/02/2018 |
| 11. | Cedar Fair, L.P. | FAST LANE | 87644959 10/13/2017 | 5496279 06/19/2018 |
| 12. | Cedar Fair, L.P. | SCHLITTERBAHN | 74/024213 01/30/1990 | 1621668 11/06/1990 |
| 13. | Cedar Fair, L.P. | SCHLITTERBAHN | 76/117482 08/24/2000 | 2475883 08/07/2001 |
| 14. | Cedar Fair, L.P. | SCHLITTERBAHN | 76/118733 08/23/2000 | 2516934 12/11/2001 |
| 15. | Cedar Fair, L.P. | SCHLITTERBAHN | 76/118734 08/23/2000 | 2482349 08/28/2001 |
| 16. | Cedar Fair, L.P. | TRANSPORTAINMENT | 75/861179 11/29/1999 | 2660016 12/10/2002 |
| 17. | Kings Dominion LLC | TWISTED TIMBERS | 87565864 08/11/2017 | 5596893 10/30/2018 |

EXCLUSIVE LICENSES UNDER REGISTERED U.S. TRADEMARKS AND APPLICATIONS

None.