

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM591124

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Koch Development Corporation		08/07/2020	Corporation: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fifth Third Bank, National Association		
<b>Street Address:</b>	250 West Main Street		
<b>Internal Address:</b>	MD 735911		
<b>City:</b>	Lexington		
<b>State/Country:</b>	KENTUCKY		
<b>Postal Code:</b>	40507		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1322620	HOLIDAY WORLD	
<b>Registration Number:</b>	1832474	SPLASHIN' SAFARI	
<b>Registration Number:</b>	2829754	ZOOMBABWE	
<b>Registration Number:</b>	2842808	OTORONGO	
<b>Registration Number:</b>	2842809	RAVEN	
<b>Registration Number:</b>	2842810	ZINGA	
<b>Registration Number:</b>	2871170	THE LEGEND	
<b>Registration Number:</b>	3859886	SANTA CLAUS LAND	
<b>Registration Number:</b>	3939875	THE VOYAGE	
<b>Registration Number:</b>	3937961	WILDEBEEST	
<b>Registration Number:</b>	4035162	HOLIDOG	
<b>Registration Number:</b>	4035163	SAFARI SAM	
<b>Registration Number:</b>	4083573	HOLIWOOD NIGHTS	
<b>Registration Number:</b>	4231426	ROCK THE WORLD	
<b>Registration Number:</b>	4311895	KITTY CLAWS	
<b>Registration Number:</b>	4796111	THUNDERBIRD	
<b>Serial Number:</b>	88635750	CHEETAH CHASE	

CH \$440.00 1322620

**CORRESPONDENCE DATA****Fax Number:** 2025339099*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:** 202-467-8800**Email:** jspiantanida@vorys.com**Correspondent Name:** VORYS, SATER, SEYMOUR AND PEASE LLP**Address Line 1:** P.O. BOX 2255 -- IPLAW@VORYS**Address Line 2:** ATTN: LAURA T. GEYER**Address Line 4:** COLUMBUS, OHIO 43216-2255

<b>ATTORNEY DOCKET NUMBER:</b>	064552-462
<b>NAME OF SUBMITTER:</b>	Julie S. Piantanida
<b>SIGNATURE:</b>	/julie piantanida/
<b>DATE SIGNED:</b>	08/10/2020

**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of August 7, 2020 (the “Effective Date”), is entered into by and between (i) **KOCH DEVELOPMENT CORPORATION**, an Indiana corporation (“Borrower”), whose principal place of business and mailing address is 452 E. Christmas Blvd., Santa Claus, Indiana 47579, and (ii) **FIFTH THIRD BANK, NATIONAL ASSOCIATION** (“Bank”), having an office at 250 West Main Street, MD 735911, Lexington, Kentucky 40507, and is as follows:

**WITNESSETH**

This Agreement is executed in connection with (i) the Security Agreement, dated as of November 8, 2013, by and between Borrower and Bank (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) and (ii) the First Amended and Restated Credit Agreement, dated as of October 31, 2017, by between Borrower and Bank, as amended (as heretofore amended or otherwise modified, and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”). Capitalized terms used, but not defined, herein shall have the meanings assigned to them in the Security Agreement or the Credit Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby grants and, as applicable, re-grants to Bank a continuing security interest in and to, and lien on, all of Borrower’s right, title and interest in and to (whether now owned or hereafter acquired) (collectively, the “Trademark Collateral”):

- (a) all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement and the Security Agreement, of any Intent to Use Applications, as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being collectively, the “Trademarks”);
- (b) all renewals of each of the Trademarks;
- (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks;
- (d) all rights to sue for past, present and future infringements of any and all Trademarks;
- (e) all rights corresponding to each of the Trademarks throughout the world;
- (f) all rights of Borrower as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications;
- (g) together, in each case, with the goodwill of Borrower’s business connected with the use of, and symbolized by, the foregoing; and

(h) all books, records, supporting obligations, cash and non-cash proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary in this Agreement or the Security Agreement, nothing in this Agreement or the Security Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, Borrower ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from (a) the Trademark Collateral for purposes of this Agreement and (b) the "Collateral" for purposes of, and as that term is defined in, the Security Agreement; provided, that, upon the earlier of (i) the submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) and (ii) the filing a statement of use with the United States Patent and Trademark Office pursuant to 15 USC §1051(c-d), any such Intent to Use Application and the resulting registration shall automatically be considered Trademark Collateral for purposes of this Agreement and "Collateral" for purposes of, and as that term is defined in, the Security Agreement.

The security interest and lien hereby granted shall secure the full, prompt and complete payment and performance of the Obligations. Borrower hereby irrevocably authorizes Bank to file with the United States Patent and Trademark Office a copy of this Agreement, and any amendments thereto, and any other document which may be required by the United States Patent and Trademark Office.

This Agreement shall be deemed to be a contract made under and governed by the internal laws of the State of Indiana (without reference to Indiana conflicts of law principles). If any provision of this Agreement is found invalid by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement. BANK AND BORROWER HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the Uniform Commercial Code will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the Uniform Commercial Code, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision. The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes.

As used in this Agreement, "hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Borrower is to be taken promptly, unless the context clearly indicates the contrary.

The description of the Trademark Collateral in this Agreement does not in any way limit the description of, or Bank's lien on, the Collateral, or any of Bank's rights or remedies respecting the Collateral. Without limiting the generality of the foregoing, (i) all of the covenants, representations, warranties, terms and provisions of the Security Agreement applicable to the Collateral are hereby incorporated into this Agreement mutatis mutandis and made applicable to all of the Trademark Collateral as if fully rewritten herein, (ii) the Trademark Collateral will be "Collateral" for all purposes of the Security Agreement, and (iii) this Agreement is not in any way intended, nor may it be construed, to replace, impair, extinguish or otherwise adversely affect the creation, attachment, perfection or priority of the security interests and other liens granted to, or held by, Bank under the Security Agreement or any

other Credit Document, which security interests and other liens, Borrower, by this Agreement, acknowledges, reaffirms and confirms to Bank.

If there is any conflict, ambiguity, or inconsistency, in Bank's judgment, between the terms of this Agreement and any of the other Credit Documents, then the applicable terms and provisions, in Bank's judgment exercised in good faith, providing Bank with the greater rights, remedies, powers, privileges, or benefits will control.

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same agreement after each of the parties hereto have executed and delivered this Agreement. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, Bank and Borrower, intending to be legally bound, have executed and delivered this Agreement as of the Effective Date.

**"Borrower"**

**KOCH DEVELOPMENT CORPORATION**

By: Matthew Eckert  
Matthew Eckert, President

**"Bank"**

**FIFTH THIRD BANK, NATIONAL ASSOCIATION**

By: \_\_\_\_\_  
Josh R. Slattery, Vice President

IN WITNESS WHEREOF, Bank and Borrower, intending to be legally bound, have executed and delivered this Agreement as of the Effective Date.

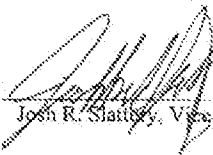
"Borrower"

KOCH DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
Matthew Eckert, President

"Bank"

FIFTH THIRD BANK, NATIONAL ASSOCIATION

By:  \_\_\_\_\_  
Josh R. Slatby, Vice President

SIGNATURE PAGE TO  
TRADEMARK SECURITY AGREEMENT

**SCHEDULE I  
TRADEMARKS**

**U.S. Trademarks**

Mark	Serial No.	Filing Date	Registration No.	Registration Date
CHEETAH CHASE	88635750	30-Sep-2019		
HOLIDAY WORLD	73483621	04-Jun-1984	1322620	26-Feb-1985
SPLASHIN' SAFARI	74345809	05-Jan-1993	1832474	19-Apr-1994
	76529773	03-Jun-2003	2829754	06-Apr-2004
	76529801	30-Jun-2003	2842808	18-May-2004
	76529802	30-Jun-2003	2842809	18-May-2004
	76529806	30-Jun-2003	2842810	18-May-2004
	76529807	30-Jun-2003	2871170	10-Aug-2004
SANTA CLAUS LAND	77943875	24-Feb-2010	3859886	12-Oct-2010
THE VOYAGE	78882694	12-May-2006	3939875	05-Apr-2011
WILDEBEEST	85098326	02-Aug-2010	3937961	29-Mar-2011
HOLIDOG	85319436	12-May-2011	4035162	04-Oct-2011
SAFARI SAM	85319483	12-May-2011	4035163	04-Oct-2011
HOLIWORLD NIGHTS	85334748	10-Jan-2012	4083573	10-Jan-2012
ROCK THE WORLD	85505030	28-Dec-2011	4231426	23-Oct-2012
KITTY CLAWS	85575821	21-Mar-2012	4311895	02-Apr-2013
THUNDERBIRD	86181308	31-Jan-2014	4796111	18-Aug-2018