

926 376

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

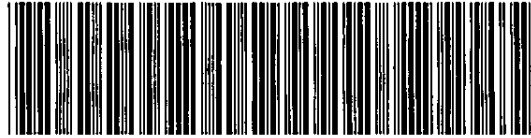
(Business Entity Name)

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Assignment
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

JUN 12 2015
N. CAUSSEUX

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: WET 'N WILD
(Name of Mark to be assigned)

Dear Sir or Madam:

The enclosed Mark Assignment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Jon M. Gibbs
(Name of Person)

Lowndes Drosdick et al.
(Firm/Company)

215 North Eola Drive
(Address)

Orlando, FL 32801
(City/State and Zip Code)

For further information concerning this matter, please call:

Jon M. Gibbs at (407) 843-4600
(Name of Person) (Area Code & Daytime Telephone Number)

STREET/COURIER ADDRESS:
Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

FILING FEE: \$50 per class

ASSIGNMENT OF MARK REGISTRATION

1. The mark to be assigned is: WET 'N WILD

2. Registration Number: 926376

3. (a) Assignor's name: VILLAGE ROADSHOW THEME PARKS PTY LTD ✓

(b) Assignor's Business Address: Jam Factory, 500 Chapel Street

South Yarra, Victoria, 3141, Australia
City/State/Zip

If Different, Assignor's Mailing Address: _____

City/State/Zip

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4. (a) Assignee's name: CLP IP HOLDING CORP

(b) Assignee's Business Address: 450 South Orange Avenue

Orlando, FL 32801
City/State/Zip

If Different, Assignee's Mailing Address: _____

City/State/Zip

(c) Assignee's telephone number: (_____) _____

- Individual Corporation Joint Venture Limited Liability Company
- General Partnership Limited Partnership Union Other: _____

If other than an individual,
(1) Florida registration/ document number: F13000005465 ✓ (2) Domicile State: DE

(3) Federal Employer Identification Number: 463865656

5. All right, title and interest in and to said mark, together with the good will of the business in which the mark is used (or that part of the good will of the business connected with the use of and symbolized by the mark) is hereby

assigned by VILLAGE ROADSHOW THEME PARKS PTY LTD to CLP IP HOLDING CORP
(the Assignor) (the Assignee)

6. Assignor's Signature: _____

By See Attached
(Typed or Printed Name of Person Signing Above)

Sworn to and subscribed before me on this _____ day of _____, _____, _____
(Name of Individual Signing)

who is personally known to me whose identity I proved on the basis of _____
(Notary Seal)

Signature of Notary Public

7. Assignee's Signature: _____

By See Attached
(Typed or Printed Name of Person Signing Above)

Sworn to and subscribed before me on this _____ day of _____, _____, _____
(Name of Individual Signing)

who is personally known to me whose identity I proved on the basis of _____
(Notary Seal)

Signature of Notary Public

FILING FEE: \$50 per class
Division of Corporations P. O. Box 6327 Tallahassee, FL 32314

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is entered into as of the 26th day of November 2013 (the "Effective Date") by and between:

VILLAGE ROADSHOW THEME PARKS PTY LTD, an Australia proprietary limited company with an address of Jam Factory, 500 Chapel Street, South Yarra, Victoria, 3141, Australia, Attention: Mr. Simon Phillipson ("Assignor")

and:

CLP IP HOLDING CORP., a Delaware corporation, with an address of c/o CNL Lifestyle Properties, Inc., 450 S. Orange Avenue, Orlando, Florida 32801, Attention: Holly Greer, Esq., SVP and General Counsel and Joseph T. Johnson, CFO and SVP (together with its affiliates, "Assignee")

WHEREAS, affiliates of Assignor and Assignee have entered into that certain Agreement To Terminate Leases and Transition Business dated as of August 13, 2013 (as the same may be amended from time to time, the "Termination Agreement"), pursuant to which an affiliate of Assignor has agreed to terminate certain leases and transfer to Assignee certain assets used in connection with the operation of the water park in Honolulu, Hawaii known as "Wet 'n' Wild Hawaii";

WHEREAS, Assignor is the owner of all right, title and interest in and to certain trademarks and/or service marks listed in SCHEDULE 1 attached hereto (the "Trademarks") and certain works of authorship listed in SCHEDULE 2 attached hereto (the "Works") and by this reference incorporated herein (collectively, the "Assigned Intellectual Property");

WHEREAS, subject to the terms and conditions set forth in this Assignment, Assignor desires to assign to Assignee all of its right, title and interest in and to the Assigned Intellectual Property;

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Assigned Intellectual Property; and

WHEREAS, this Assignment is specifically contemplated by the Termination Agreement.

NOW, THEREFORE, for and in consideration of One United States Dollar (U.S. \$1.00) United States Dollars, and other good and valuable consideration, receipt whereof is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, the following:

Trademarks: Assignor assigns and transfers to Assignee the entire right, title, and interest in, to and under the Trademarks listed in SCHEDULE 1 throughout the world, whether such rights arise or exist pursuant to federal, state, or common law and any and all applications and registrations therefor wherever residing, including, but not limited to any U.S. federal or state

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registrations, together with the goodwill of the business connected with the use of and symbolized by the Trademarks and the right to sue and recover for any past, present, or future infringements of the Trademarks.

Copyrights: Assignor assigns and transfers to the above named Assignee all right, title, and interest in and to all of the Works listed in SCHEDULE 2 including all copyrights or similar rights, recognized under the laws of the United States of America or any other jurisdiction, in and to said original works of authorship including the right to seek and hold registrations of the claim of copyright in any jurisdiction providing for same and all of the right, title and interest in the objects that embody the subject Works, including all previous versions of the Works whether registered or not and the right to bring any and all claims for infringement of said works which claims arose, or are in any way based on acts that occurred, prior to the date of this Assignment; and

For the consideration disclosed above, Assignor hereby covenants and agrees that Assignor will testify in any and all legal proceedings if called upon by Assignee, sign all lawful papers deemed by Assignee as expedient to vest in it the legal title herein sought to be conveyed or for the filing and prosecution of all trademark and copyright applications in the United States, and otherwise aid Assignee, its successors and assigns, in obtaining full protection on the Assigned Intellectual Property and enforcing proper protection under the respective intellectual property laws. All the enumerated actions will be at Assignee's written request and sole expense.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date first written above.

"Assignor"

**VILLAGE ROADSHOW THEME
PARKS PTY LTD**, an Australia proprietary
limited company

By: 

Name: Shaun L. Driscoll

Title: Director

"Assignee"

CLP IP HOLDING CORP., a Delaware corporation

By: 

Name: Tracey B. Bracco

Title: Vice President

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TALLAHASSEE, FLORIDA

SCHEDULE 1
TRADEMARKS

U.S. Federal Trademark Registrations:

- 1) United States Trademark Registration No.: 1,226,220 for the word mark:

WET 'N WILD

for: Amusement Park Services Featuring Water Slides, Body Surfing Pool, and Swimming Pool in International Class 041.

Filed: July 3, 1978
Registered: February 1, 1983

- 2) United States Trademark Registration No.: 2,129,170 for the design mark:



for: mugs, cups, plates, shot glasses, ceramic plates, spoon rests and hair brushes in International Class 021; and entertainment services in the nature of water parks featuring water rides, water slides, body surfing pools and swimming pools in International Class 041.

Filed: April 2, 1997
Registered: January 13, 1998

- 3) United States Trademark Registration No.: 2,194,958 for the design mark:



for: playing cards and post cards in International Class 016; tote bags and beach bags in International Class 018; plastic key chains, plastic pens, and plastic attachment bars, namely, plastic bars with tension backing used to attach to furniture and hold beach towels, clothing, or other garments in International Class 020; mugs, cups, plastic water bottles sold empty, plates, shot glasses, ceramic plates, spoon rests, hair brushes, and plastic containers, namely, watertight capsules with snap lids used to hold money, keys and other personal belongings in International Class 021; towels in International Class 024; adult and children T-

shirts, tank tops, half tops, cover-ups, hats, plastic visors, cotton band visors, and children short-sets in International Class 025; and entertainment services in the nature of water parks featuring water rides, water slides, body surfing pools and swimming pools in International Class 041.

Filed: April 2, 1997
Registered: October 13, 1998

- 4) United States Trademark Registration No.: 2,195,012 for the design mark:

Wet'n Wild

for: plush toys in International Class 028.

Filed: April 21, 1997
Registered: October 13, 1998

- 5) United States Trademark Registration No.: 2,199,474 for the design mark:

Wet'n Wild

for: plastic key chains[, plastic attachment bars, namely, plastic bars with tension backing used to attach to furniture and hold beach towels, clothing, or other garments] [sic] in International Class 020; towels in International Class 024; and adult and children T-shirts, tank tops, half tops, cover-ups, hats, plastic visors, cotton band visors, and children short-sets in International Class 025.

Filed: April 21, 1997
Registered: October 27, 1998

State Trademark Registrations:

- 6) Florida State Trademark Registration No.: 919345 for the word mark:

WET 'N WILD

for: Entertainment services in Class 041.

Filed: July 7, 1978

Expired: July 7, 2013

- 7) Florida State Trademark Registration No.: 926372 for the word mark:

WET 'N WILD

for: Clothing in Class 025.

Filed: March 23, 1982

Expires: March 23, 2017

- 8) Florida State Trademark Registration No.: 926376 for the word mark:

WET 'N WILD

for: Jewelry & precious metals in Class 014.

Filed: March 23, 1982

Expires: March 23, 2017

- 9) North Carolina State Trademark Registration No.: 015906 for the word mark:

Wet 'n Wild Emerald Pointe

for: Education and entertainment.

Renewal Due: June 5, 2020

SCHEDULE 2
WORKS

All literary, textual, graphic, photographic and other works, whether in printed, analog, digital or other format, relating to the daily business operations of the various water parks throughout the United States known as "Wet 'n' Wild", including advertising brochures, maps, schedules, attractions, designs and the like.