

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MSH SOUTH INC.		01/17/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MANUFACTURERS AND TRADERS TRUST COMPANY		
Street Address:	213 Market Street		
City:	Harrisburg		
State/Country:	PENNSYLVANIA		
Postal Code:	17105		
Entity Type:	Banking Corporation: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3844599	CHOCOLATE-COVERED FEBRUARY	
Registration Number:	4212484	CIRCULAR DINING ROOM	
Registration Number:	3541366	FAHRENHEIT	
Registration Number:	4203432	SKYRUSH	
Registration Number:	4195919	SKYRUSH	
CORRESPONDENCE DATA			
Fax Number:	7038367419		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(703) 836-6620		
Email:	fred.hathaway@bipc.com		
Correspondent Name:	Fred W. Hathaway		
Address Line 1:	P.O. Box 1404		
Address Line 4:	Alexandria, VIRGINIA 22313-1404		
ATTORNEY DOCKET NUMBER:	0048638-000099		

OP \$140.00 3844599

NAME OF SUBMITTER:	Fred W. Hathaway
Signature:	/FWH/
Date:	02/04/2013
Total Attachments: 5 source=MSHSouth.security#page1.tif source=MSHSouth.security#page2.tif source=MSHSouth.security#page3.tif source=MSHSouth.security#page4.tif source=MSHSouth.security#page5.tif	

REAFFIRMATION AGREEMENT

This REAFFIRMATION AGREEMENT (this "Agreement") is made as of the 17th day of January, 2013, by and among **HERSHEY ENTERTAINMENT & RESORTS COMPANY**, a Pennsylvania corporation ("**Borrower**"), **MSH SOUTH INC**, a Delaware corporation ("**MSH**"), **REGIONAL ARENA MANAGEMENT LLC**, a Pennsylvania limited liability company ("**RAM**"), and **HERSHEY ESTATES, INC.**, a Pennsylvania corporation ("**Hershey Estates**"), in favor of **Manufacturers and Traders Trust Company**, as Administrative Agent for itself and the other Credit Parties (as that term is defined in the Credit Agreement, defined below) ("**Administrative Agent**").

BACKGROUND

The Administrative Agent, the Borrower and the Lenders (as defined in the Credit Agreement) entered into a Credit Agreement dated as of February 20, 2008, as amended by a First Amendment to Credit Agreement dated June 21, 2010, by a Second Amendment to Credit Agreement dated June 21, 2010, and by a Third Amendment to Credit Agreement dated November 12, 2010, whereby the Lenders provided to the Borrower a revolving credit facility of \$225,000,000.00 (such Credit Agreement, as so amended, is referred to herein as the "Existing Credit Agreement"), pursuant to which the Credit Parties agreed to extend loans and provide certain credit accommodations to the Borrower on the terms and conditions described therein. As security for its obligations under the Existing Credit Agreement and the Notes issued thereunder Borrower, MSH, RAM and Hershey Estates, among others, entered into (i) a Security Agreement (the "Security Agreement") dated as of February 20, 2008, in favor of the Administrative Agent, (ii) a Patent, Trademark and Copyright Security Agreement ("PTC Security Agreement") dated as of February 20, 2008, in favor of the Administrative Agent and (iii) a Pledge Agreement (the "Pledge Agreement") dated as of February 20, 2008, in favor of the Administrative Agent, and each such party executed and delivered to the Administrative Agent a Power of Attorney pursuant to the terms of the Security Agreement (each, a "Power of Attorney"). The Security Agreement, the Pledge Agreement, the Powers of Attorney and the PTC Security Agreement are hereinafter collectively referred to as the "Collateral Agreements".

The Borrower has requested that the Administrative Agent and the Lenders amend and restate the Existing Credit Agreement, and the Administrative Agent and the Borrower have entered into an Amended and Restated Credit Agreement, dated as of January 17, 2013 (the "Credit Agreement"). As a condition for its agreement to enter into the Credit Agreement, the Administrative Agent has required that the Borrower, MSH, RAM and Hershey Estates enter into this Reaffirmation Agreement whereby the Borrower, MSH, RAM and Hershey Estates shall reaffirm their obligations under the Collateral Agreements and agree to add certain trademarks registered by the Borrowers that were not previously set forth in the PTC Security Agreement.

NOW THEREFORE, the parties hereto intending to be legally bound hereby, and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. **DEFINITIONS.** Capitalized terms used herein and not otherwise defined have the meanings assigned to such terms in the Credit Agreement or the applicable Uniform Commercial Code (as amended), as applicable.

2. **REAFFIRMATION.**

(a) The Borrower hereby supplements the PTC Security Agreement by adding the trademarks set forth on Schedule A hereto to Schedule A of the PTC Security Agreement. The Borrower authorizes the Administrative Agent to take all action it deems necessary to perfect its security interest in the trademarks identified on Schedule A attached hereto, including without limitation, amending existing or filing new UCC-1 financing statements and filings with the Patent and Trademark Office.

(b) The Borrower, MSH, RAM and Hershey Estates each hereby reaffirms its respective obligations under the Collateral Agreements including, without limitation, the PTC Security Agreement which is hereby supplemented. All Collateral (as defined in the Collateral Agreements) the security interest in which has not been previously released by the Administrative Agent, shall continue to secure the Obligations of the Borrower, MSH, RAM and Hershey Estates under the Credit Agreement and the Guarantee Agreement, as applicable.

3. **REPRESENTATIONS.** The Borrower hereby represents and warrants to the Administrative Agent as follows:

(a) There does not now exist any Default or Event of Default under the Existing Credit Agreement or under the Credit Agreement.

(b) The representations and warranties of the Borrower contained within the Collateral Agreements remain true and correct in all material respects as of the date hereof.

4. **MISCELLANEOUS.**

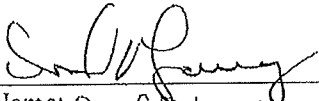
(a) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania (excluding the laws applicable to conflicts or choice of law).

(b) This Agreement represents the entire agreement between the parties of in respect to the transactions contemplated herein and, except as expressly provided herein, shall not be affected by reference to any other documents. Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but such may be accomplished only by instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought. This Agreement may be executed in counterparts.

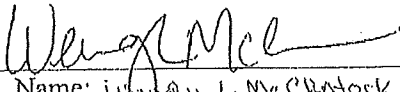
(c) Any notice contemplated herein or required or permitted to be given hereunder shall be made in the manner set forth in the Credit Agreement and delivered at the address as set forth on the signature pages to the Credit Agreement, or to such other address as any party hereto may have last specified by written notice to the other party or parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered by the respective authorized officers on the date first above written.

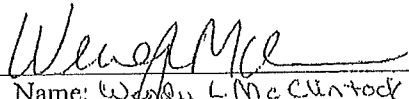
HERSHEY ENTERTAINMENT & RESORTS COMPANY, a Pennsylvania corporation

By: 
Name: David P. Lavery
Title: Vice President


MSH SOUTH INC., a Delaware corporation

By: 
Name: Wesley L. McClintock
Title: Vice President

REGIONAL ARENA MANAGEMENT LLC, a Pennsylvania limited liability company

By: 
Name: Wesley L. McClintock
Title: Treasurer

HERSHEY ESTATES, INC., a Pennsylvania corporation

By: 
Name: Franklin A. Miles, Jr.
Title: Vice President / Secretary

Reaffirmation received and accepted:

MANUFACTURERS AND TRADERS TRUST COMPANY, as Administrative Agent, Issuing Bank and Lender

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered by the respective authorized officers on the date first above written.

HERSHEY ENTERTAINMENT & RESORTS COMPANY, a Pennsylvania corporation

MSH SOUTH INC., a Delaware corporation

By: _____
Name:
Title:

By: _____
Name:
Title:

REGIONAL ARENA MANAGEMENT LLC, a Pennsylvania limited liability company

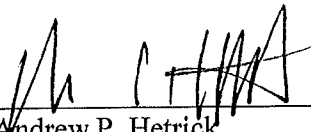
HERSHEY ESTATES, INC., a Pennsylvania corporation

By: _____
Name:
Title:

By: _____
Name:
Title:

Reaffirmation received and accepted:

MANUFACTURERS AND TRADERS TRUST COMPANY, as Administrative Agent, Issuing Bank and Lender

By: 
Name: Andrew P. Hetrick
Title: Vice President

SCHEDULE A
 TO REAFFIRMATION OF SECURITY AGREEMENT, PLEDGE AGREEMENT, AND
 PATENT, TRADEMARK AND COPYRIGHT AGREEMENT

Grantor	Mark	Reg. No.	Reg. Date	Serial No.	Filing Date	Status
MSH South, Inc.	CHOCOLATE-COVERED FEBRUARY	3,844,599	9/7/10	N/A	N/A	
MSH South, Inc.	CIRCULAR DINING ROOM	4,212,484	9/25/12	N/A	N/A	
MSH South, Inc.	FAHRENHEIT	3,541,366	12/2/08	N/A	N/A	
MSH South, Inc.	SKYRUSH (typed)	4,203,432	9/4/12	N/A	N/A	
MSH South, Inc.	SKYRUSH (design)	4,195,919	8/21/12	N/A	N/A	

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