

08-14-1998

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<b>1. Name of conveying party(ies):</b> Festival Fun Parks, LLC 104 West Anapamu Street, Suite G Santa Barbara, CA 93103  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>limited liability company - DE</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>2. Name and address of receiving party(ies):</b> Fleet Capital Corporation, Name: <u>as Agent</u>  Internal Address: _____  Street Address: <u>200 Glastonbury Boulevard</u>  City: <u>Glastonbury</u> State: <u>CT</u> ZIP: <u>06033</u>  <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>RI</u> <input type="checkbox"/> Other _____  If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from Assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>3. Nature of conveyance:</b>  <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____  Execution Date: <u>July 29, 1998</u>		<b>4. Application number(s) or registration number(s):</b>  A. Trademark Application No.(s)  See Schedule A attached to Trademark Collateral Security Agreement  B. Trademark registration No.(s)  See Schedule A attached to Trademark Collateral Security Agreement  Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b>  Name: _____  Internal Address: _____  Street Address: _____  City: _____ State: _____ ZIP: _____		<b>6. Total number of applications and registrations involved:</b> ..... <u>5</u>  <b>7. Total fee (37 CFR 3.41):</b> ..... \$ <u>140</u>  <input type="checkbox"/> Enclosed  <input type="checkbox"/> Authorized to be charged to deposit account  <b>8. Deposit account number:</b> _____  (Attach duplicate copy of this page if paying by deposit account)	
DO NOT USE THIS SPACE			
<b>9. Statement and signature.</b> <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document</i>  <u>LOUKIA HARRIS</u> <u>August 6, 1998</u> Name of Person Signing                      Signature                      Date  Total number of pages including cover sheet, attachments and document: <u>4</u>			

## SCHEDULE A

Schedule A to a Trademark Assignment of Security dated July 29, 1998, by and between FESTIVAL FUN PARKS, LLC and FLEET CAPITAL CORPORATION, as Agent.

### I. U.S. Federal Registrations

<u>Mark</u>	<u>Registration No. or Application No.</u>	<u>Registration or Filing Date</u>
CAMELOT PARK FAMILY ENTERTAINMENT CENTERS	1,674,611	02/04/92
DESIGN ONLY	2,035,612	02/04/97
PALACE PARK and Design	2,050,888	04/08/97
CAMELOT PARK and Design	2,051,001	04/08/97
PALACE PARK FAMILY ENTERTAINMENT CENTER	2,130,141	01/20/98

**TRADEMARK COLLATERAL SECURITY AGREEMENT**  
**(SHORT FORM)**

WHEREAS, Festival Fun Parks, LLC, a limited liability company formed under the laws of the State of Delaware ("Company"), having a principal place of business at 104 West Anapamu Street, Suite G, Santa Barbara, CA 93103 has adopted, used and is using the trademarks and service marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Company is obligated to Agent, Co-Documentary Agents and Lenders (each term as hereinafter defined), pursuant to (i) a certain Loan and Security Agreement, dated the date hereof, among Company, FEC Holding Company, Inc., Fleet Capital Corporation ("Fleet"), the various financial institutions named therein or which hereafter become a party thereto (Fleet and such other financial institutions, collectively, "Lenders"), Fleet as administrative and collateral agent for Lenders ("Agent") and PNC Bank, National Association ("PNC") and The Bank of Nova Scotia ("ScotiaBank") as co-documentary agents (PNC and ScotiaBank, in such capacity, "Co-Documentary Agents"), (ii) a certain Trademark Collateral Security Agreement, dated the date hereof made by Company in favor of Agent for the ratable benefit of Lenders (as each may be amended, supplemented, restated or otherwise modified from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Company is granting to Agent for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, as collateral security for the prompt payment of the Obligors (as defined in the Agreements), Company does hereby grant and convey to Agent for the ratable benefit of Lenders, a security interest in and to the Marks, together with the goodwill of the business to which each of the Marks relates, and registrations and applications therefor, in accordance with the terms and provisions of the Agreements.

Company expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the security interest granted and conveyed hereby are more fully set forth in the Agreements.

Dated as of: July 29, 1998

Witness:

Jeffrey Innes

FESTIVAL FUN PARKS, LLC

By: Mark C. Monaco  
Name: ~~Thomas J. Sikorski~~ Mark C. Monaco  
Title: ~~President~~ Vice President

Witness:

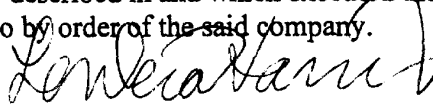
Jeffrey Innes

FLEET CAPITAL CORPORATION, as Agent

By: Richard K. Stang  
Name: Richard K. Stang  
Title: Senior Vice President

STATE OF NEW YORK     )  
                                  ): ss.:  
COUNTY OF NEW YORK    )

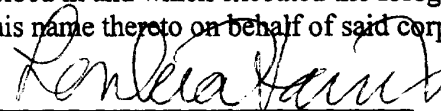
On this 27th day of July, 1998, before me personally came Mark C. Monaco, to me known, who, being by me duly sworn, did depose and say that he is Vice President of Festival Fun Parks, LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the said company.

  
\_\_\_\_\_  
Notary Public

LOUKIA HARRIS  
Notary Public of New York  
No. 01HA4995575  
Qualified in Nassau County  
Commission Expires April 27, 2000

STATE OF NEW YORK     )  
                                  ): ss.:  
COUNTY OF NEW YORK    )

On this 27th day of July, 1998, before me personally came Richard K. Stang, to me known, who, being by me duly sworn, did depose and say that he is Senior Vice President of Fleet Capital Corporation, the corporation described in and which executed the foregoing instrument; and that he was authorized to sign his name thereto on behalf of said corporation.

  
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Notary Public

LOUKIA HARRIS  
Notary Public of New York  
No. 01HA4995575  
Qualified in Nassau County  
Commission Expires April 27, 2000