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U.S. Patent & TMOfc/TM Mail Rcpt Dt. #10

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TRADEMARKS RECORDATION COVER SHEET

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

<p>1. Name of conveying party(ies):</p> <p>Fiesta Texas Theme Parks, Ltd. 9830 Colonnade Blvd., Suite 600 San Antonio, Texas 78230-2239</p> <p>Additional names(s) of conveying party(ies) attached? No</p>	<p>2. Name and Address of receiving party(ies):</p> <p>Fiesta Texas, Inc. 17000 IH 10 West San Antonio, Texas 78257</p> <p>Corporation-Delaware</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: No</p> <p>(Designation must be a separate document from Assignment)</p> <p>Additional name(s) & address(es) attached? NO</p>
<p>3. Nature of conveyance:</p> <p>Assignment</p> <p>Execution Date: October 30, 1998</p>	<p>Additional numbers attached? Yes</p>
<p>4. A. Trademark Application No.(s)</p> <p>See attached.</p>	<p>B. Trademark Registration No.(s)</p> <p>See attached.</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>OSTROLENK, FABER, GERB & SOFFEN, LLP 1180 Avenue of the Americas New York, New York 10036-8403</p>	<p>6. Total number of documents involved: 1</p> <p>7. Total fee (37 CFR 3.41):</p> <p>\$ 1,140.00</p> <p>Enclosed as part of Check No. 082232</p> <p>In the event the actual fee is greater than the payment submitted or is inadvertently not enclosed or if any additional fee due is not paid, the Patent and Trademark Office is authorized to charge the underpayment to Deposit Account No. 15-0700.</p>
DO NOT USE THIS SPACE	
<p>8. 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.</p> <p><u>Peter S. Sloane</u> <u>[Signature]</u> <u>FEB 24 1999</u></p> <p>Name of Person Signing Signature Date</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: 6</p>	

File OK

03/03/1999 JMWTKINS 00000195169324

SCHEDULE

TRADEMARK REGISTRATION NUMBERS

TRADEMARK	REG.NO.	REG. DATE
FIESTA TEXAS	1,693,240	06/09/92
FIESTA TEXAS	1,712,688	09/01/92
FIESTA TEXAS	1,717,122	09/15/92
FIESTA TEXAS	1,721,108	09/29/92
FIESTA TEXAS	1,730,178	11/03/92
FIESTA TEXAS	1,739,903	12/15/92
FIESTA TEXAS	1,801,516	10/26/93
FIESTA TEXAS	1,801,550	10/26/93
FIESTA TEXAS	1,801,565	10/26/93
FIESTA TEXAS	1,801,578	10/26/93
FIESTA TEXAS	1,801,633	10/26/93
FIESTA TEXAS	1,801,644	10/26/93
FIESTA TEXAS	1,801,665	10/26/93
FIESTA TEXAS	1,802,551	11/02/93
FIESTA TEXAS	1,802,817	11/02/93
FIESTA TEXAS	1,811,595	12/14/93
TEXAS FIESTA	1,827,033	03/15/94
FIESTA TEXAS	1,836,140	05/10/94
FIESTALAND	1,834,923	05/03/94
FIESTALAND TEXAS	1,827,034	03/15/94
THE RATTLER	1,934,341	11/07/95
SAN ANTONIO SAM	1,888,927	04/11/95
STREETMOSPHERE	1,891,441	04/25/95
WHERE THE SPIRIT OF TEXAS COMES ALIVE	1,847,477	07/26/94
FIESTA TEXAS AND DESIGN	1,692,904	06/09/92
FIESTA TEXAS AND DESIGN	1,739,904	12/15/92
FIESTA TEXAS AND DESIGN	1,743,806	12/29/92
FIESTA TEXAS AND DESIGN	1,798,832	10/12/93
FIESTA TEXAS AND DESIGN	1,800,076	10/19/93
FIESTA TEXAS AND DESIGN	1,800,228	10/19/93
FIESTA TEXAS AND DESIGN	1,801,548	10/26/93
FIESTA TEXAS AND DESIGN	1,802,749	11/02/93
FIESTA TEXAS AND DESIGN	1,806,747	11/23/93
FIESTA TEXAS AND DESIGN	1,808,475	11/30/93
FIESTA TEXAS AND DESIGN	1,808,522	11/30/93
FIESTA TEXAS AND DESIGN	1,808,528	11/30/93
FIESTA TEXAS AND DESIGN	1,837,521	05/24/94
FIESTA TEXAS AND DESIGN	1,851,030	08/23/94

TRADEMARK APPLICATION NUMBERS

TRADEMARK	SERIAL NO.	FILING DATE
FIESTA TEXAS	74/046,042	04/05/90
FIESTA TEXAS	74/051,321	04/19/90
FIESTA TEXAS	74/255,961	03/16/92
SAN ANTONIO SAM AND DESIGN	74/487,807	02/07/94
THE TOWN BUILT JUST FOR FUN	74/511,457	04/12/94
LONESTAR SPECTACULAR	74/511,458	04/12/94
CELEBRATION OF THE SPIRIT OF TEXAS	74/511,459	04/12/94

TRADEMARKS ASSIGNMENT

THIS TRADEMARKS ASSIGNMENT (the "Assignment") is made effective as of the 30 day of October, 1998 by FIESTA TEXAS THEME PARKS, LTD., a Texas limited partnership (hereinafter "FTTP"), located at 9830 Colonnade Blvd., Suite 600, San Antonio, TX 78230-2239 to FIESTA TEXAS, INC., a Delaware corporation (hereinafter "FTI"), having an address at 17000 IH 10 West., San Antonio, TX 78257.

WHEREAS, FTTP is transferring, conveying and assigning (the "Transfer") to FTI, its wholly-owned subsidiary, all of its rights, title and interests in and to that certain theme park known as Six Flags Fiesta Texas located in San Antonio, Bexar County, Texas, including certain improvements located thereon, personal property located thereat and incidental rights relating thereto (collectively, the "Park");

WHEREAS, pursuant to that Sales and Purchase Agreement (Sales Agreement) dated October 19, 1998, by and between FTTP and Premier Parks Inc. (APremier?), Premier acquired all the Securities (as defined in the Sales Agreement of FTI.

AND WHEREAS, pursuant to the Sales Agreement, FTTP desires to transfer, convey and assign to FTI, and FTI desires to assume, all of FTTP's rights, title and interests in and to "Lessor's IP" and "Park Generated Rights" (as such terms are defined in that certain Intellectual Property Rights Agreement effective as of March 9, 1996 by and among FTTP, San Antonio Theme Park, L.P. and Six Flags San Antonio, L.P. (the "Rights Agreement") pertaining to the Park, including those trademarks, applications and/or registrations set forth in Schedule I annexed hereto, together with all goodwill and portion of the business associated therewith (collectively, the "Trademarks") [Any capitalized terms used herein which are not defined herein shall have the meaning ascribed thereto in the Rights Agreement.];

NOW, THEREFORE, in exchange for good and valuable consideration paid by -Premier to FTTP, the receipt and sufficiency of which is hereby acknowledged:

I. FTTP hereby transfers, conveys and assigns without recourse except as provided in the Sales Agreement to FTI, all of Lessor's IP and the Park Generated Proprietary Rights, including but not limited to the Trademarks, and FTTP's entire right, title and interest with respect thereto; and

2. FTTP hereby authorizes the Commissioner of Patents and Trademarks to record said Trademarks as the property of FTI. IN WITNESS WHEREOF, FTTP has executed this Assignment to be effective as of the date set forth above.

FIESTA TEXAS THEME PARKS, LTD.

By: La Cantera Group Limited Partnership, its general partner

By: La Cantera Development Company, its general partner

By: Edward B. Kelley
Edward B. Kelley
President

Sworn to and subscribed before me this 22 day of October, 1998.
Flagg C. Bass
Notary Public

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