



6-9-00

Tab settings => =>

To the Honorable Commissioner of Patents

101397745

attached original documents or copy thereof.

1. Name of conveying party(ies):

Big Kahuna, Inc.  
P.O. Box 1845  
Destin, Florida 32541

- Individual(s)
- General Partnership
- Corporation-State: FL
- Other \_\_\_\_\_

- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):

Name: Festival Fun Parks, LLC

Internal Address: \_\_\_\_\_

Street Address: 18300 Von Karman Avenue, Suite 900

City: Irvine State: CA ZIP: 96212

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_

Other Delaware Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached  Yes  No

(Designations must be a separate document from Assignment)

Additional Name(s) & address(es) attached?  Yes  No

3. Nature of conveyances:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: April 28, 2000

4. Application Number(s) or registration number(s):

A. Trademark Application(s)  
SEE ATTACHED SCHEDULE A

B. Trademark registration No.(s)  
SEE ATTACHED SCHEDULE A

Additional numbers attached?  Yes  No

2240251

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Federal Research Corporation

Internal Address: \_\_\_\_\_

Street Address: 400 Seventh Avenue, N.W., Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: \_\_\_\_\_

1

7. Total fee (37 CFR 3.41): ..... \$40<sup>02</sup>

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

07/06/2000 DNGUYEN 00000314 2240251

DO NOT USE THIS SPACE

01 EC:481 40.00 00

9. Statement and signature.

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

Loukia Harris

June 7, 2000

Name of Person Signing

Signature

Date

Total number of pages including coversheet, attachments and document:

7

## ASSIGNMENT AND ASSUMPTION OF TRADEMARKS

This ASSIGNMENT AND ASSUMPTION OF TRADEMARKS (this "Assignment") is made and entered into as of April 28, 2000, by and between BIG KAHUNA, INC., a Florida corporation ("Assignor"), and FESTIVAL FUN PARKS, LLC, dba PALACE ENTERTAINMENT, a Delaware limited liability company ("Assignee").

### RECITALS

A. Assignor is the owner of and has used and is currently using certain trademarks, some of which have been registered, or for some of which applications for registration have been filed in the applicable government offices, as listed in Schedule "A" attached hereto, for use in connection with the goods/services indicated in said registrations or applications therefor or for which are marks are currently being used (collectively, the "Marks");

B. Assignor is assigning the Mark as part of the entire business as required by 15 U.S.C. 1060;

C. Assignee is desirous of acquiring all right, title and interest in and to the Marks, but not the obligation to assume the liabilities as applicant under that certain case pending before the United States Patent and Trademark Office entitled Big Kahuna, Inc. vs. Bhagwan & Radha, Inc., d/b/a Big Kahuna Surf Shop Opposition No. 110,573 (the "Trademark Litigation"); and

D. Pursuant to that certain Agreement for Purchase and Sale of Assets and Related Ground Lease dated April 28, 2000 by and between Assignor and Assignee, (the "Purchase Agreement"), Assignor has agreed to transfer to Assignee all right, title and interest of Assignor in and to said Mark, excluding the obligations under the Trademark Litigation.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor does hereby sell, assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to, and to the above-identified Marks, together with the goodwill of the business symbolized by the Marks, all registrations thereof and applications therefor, together with any and all claims for damages or injunction by reason of past infringement of said Marks, with right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives.

2. Assignee hereby agrees to assume all of Assignor's right, title and interest in and to, and to the above-identified Marks (excluding the obligations under the Trademark Litigation), together with the goodwill of the business symbolized by the Marks, all registrations thereof and applications therefor, together with any and all claims for damages or injunction by reason of past infringement of said Marks, with right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives.

3. Assignor hereby consents to and requests recordation of this transfer and further authorizes and requests that all official documents and communications relating to said Marks or the registration(s) and/or application(s) therefor issue and deliver to Assignee.


Assignor hereby agrees at Assignee's request to execute in Assignee's favor any and all additional papers which may be necessary for the transfer, by complete assignment, of all Assignor's proprietary rights in and to the above-identified Marks and all registrations thereof or applications therefor.

This Assignment may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee, have caused this Assignment to be duly and legally executed as of the 28 day of April, 2000.

**ASSIGNOR:**

THE BIG KAHUNA, INC.,  
a Florida corporation

By:   
Name: Maxwell Joseph Beumer  
Title: pres.

**ASSIGNEE:**

FESTIVAL FUN PARKS, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

2. Assignee hereby agrees to assume all of Assignor's right, title and interest in and to, and to the above-identified Marks (excluding the obligations under the Trademark Litigation), together with the goodwill of the business symbolized by the Marks, all registrations thereof and applications therefor, together with any and all claims for damages or injunction by reason of past infringement of said Marks, with right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives.

3. Assignor hereby consents to and requests recordation of this transfer and further authorizes and requests that all official documents and communications relating to said Marks or the registration(s) and/or application(s) therefor issue and deliver to Assignee.

Assignor hereby agrees at Assignee's request to execute in Assignee's favor any and all additional papers which may be necessary for the transfer, by complete assignment, of all Assignor's proprietary rights in and to the above-identified Marks and all registrations thereof or applications therefor.

This Assignment may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee, have caused this Assignment to be duly and legally executed as of the 28 day of April, 2000.


**ASSIGNOR:**

THE BIG KAHUNA, INC.,  
a Florida corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

FESTIVAL FUN PARKS, LLC,  
a Delaware limited liability company

By:  \_\_\_\_\_  
Name: Doug Honey  
Title: CEO

**SCHEDULE "A"**

Trademark Applications/Registrations

MARK	REGISTRATION NO.
Big Kahuna's	Reg. No. 2,240,251

Field Applications/Unregistered Trademarks

America's Water Park

STATE OF Florida )  
 ) ss.  
COUNTY OF Okaloosa )

On April 28, 2000, before me, the undersigned, Notary Public in and for said State and County, personally appeared Maxwell Joseph Bruner, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Cheryl B. Griswold  
Notary Public in and for said  
County and State

(NOTARY SEAL)



CHERYL B. GRISWOLD  
My Comm Exp. 6/2/2001  
No. CC 651879

Personally Known  Other I.D

STATE OF California )  
COUNTY OF Orange ) ss.

On April 28, 2000, before me, the undersigned, Notary Public in and for said State and County, personally appeared Douglas Honey, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public in and for said  
County and State

(NOTARY SEAL)

