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

1. Name of conveying party(ies): **PREMIER PARKS INC.**

- ☐ Individual(s) ☐ Association
- ☐ General Partnership ☐ Limited Partnership
- ☒ Corporation-State (DE)
- ☐ Other _____

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
- ☒ Security Agreement ☐ Change of Name
- ☐ Other _____

Execution Date: November 5, 1999

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

Name: Lehman Commercial Paper Inc., as Administrative Agent

Internal Address: _____

Street Address: 3 World Financial CenterCity: New York State: NY ZIP: 10285

- ☐ Individual(s) citizenship _____
- ☐ Association _____
- ☐ General Partnership _____
- ☐ Limited Partnership _____
- ☒ Corporation-State New York
- ☐ Other _____

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

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

A. Trademark Application No.(s) **75/722,923**B. Trademark Registration No.(s) **2,343,736**Additional numbers attached? ☐ Yes ☒ No

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

Name: Jason A. Cohen, Esq.Internal Address: Simpson Thacher & BartlettStreet Address: 425 Lexington AvenueCity: New York State: New York ZIP: 100176. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$65.00

- ☒ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

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

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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.
Jason A. Cohen, Esq.
 Name of Person Signing

 Signature

3/27/01
 Date
Total number of pages comprising cover sheet: 98

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 Mail documents to be recorded with required cover sheet information to:
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 01 FC:481
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GUARANTEE AND COLLATERAL AGREEMENT

made by

PREMIER PARKS INC.

PREMIER PARKS OPERATIONS INC.

SIX FLAGS THEME PARKS INC.

and certain Subsidiaries

in favor of

LEHMAN COMMERCIAL PAPER INC.,
as Administrative Agent

Dated as of November 5, 1999

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SCHEDULES

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GUARANTEE AND COLLATERAL AGREEMENT, dated as of November 5, 1999, made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the "Grantors"), in favor of LEHMAN COMMERCIAL PAPER INC., as Administrative Agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of November 5, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among PREMIER PARKS INC., a Delaware corporation ("Parent"), PREMIER PARKS OPERATIONS INC., a Delaware corporation ("Holdings"), SIX FLAGS THEME PARKS INC., a Delaware corporation (the "Primary Borrower"), each FOREIGN SUBSIDIARY BORROWER, the Lenders parties thereto, LEHMAN BROTHERS INC. and LEHMAN BROTHERS INTERNATIONAL (EUROPE) INC., as Arrangers, THE BANK OF NEW YORK, as Syndication Agent, BANK OF AMERICA, N.A. and THE BANK OF NOVA SCOTIA, as documentation agents, and the Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrowers are members of an affiliated group of companies that includes each other Grantor;

WHEREAS, the proceeds of the extensions of credit under the Credit Agreement will be used in part to enable the Borrowers to make valuable transfers to one or more of the other Grantors in connection with the operation of their respective businesses;

WHEREAS, the Borrowers and the other Grantors are engaged in related businesses, and each Grantor will derive substantial direct and indirect benefit from the making of the extensions of credit under the Credit Agreement; and

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement that the Grantors shall have executed and delivered this Agreement to the Administrative Agent for the ratable benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent, for the ratable benefit of the Lenders, as follows:

SECTION 1 DEFINED TERMS

1.1 Definitions. (a) Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement, and the following terms are used herein as defined in the New York UCC: Accounts, Certificated Security, Chattel Paper, Documents, Equipment, Farm Products, Instruments and Inventory; provided that none of the foregoing UCC terms shall be deemed to include Excluded Assets.

(b) The following terms shall have the following meanings:

"Agreement": this Guarantee and Collateral Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

"Collateral": as defined in Section 3.

"Collateral Account": any collateral account established by the Administrative Agent as provided in Section 6.1 or 6.4.

"Copyrights": (i) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished (including, without limitation, those listed in Schedule 6), all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, and (ii) the right to obtain all renewals thereof.

"Copyright Licenses": any written agreement naming any Grantor as licensor or licensee (including, without limitation, those listed in Schedule 6), granting any right under any Copyright, including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright.

"Deposit Account": as defined in the Uniform Commercial Code of any applicable jurisdiction and, in any event, including, without limitation, any demand, time, savings, passbook or like account maintained with a depository institution.

"Excluded Assets": the collective reference to (i) all Capital Stock owned by Parent in entities which own an interest, directly or indirectly, or manage or operate one of the parks which are the subject of the Partnership Parks Agreements (which entities, as of the date of this Agreement, consist of SFOG Acquisition A Holdings, Inc., SFOG Acquisition B Holdings, Inc., SFOT Acquisition I Holdings, Inc., SFOT Acquisition II Holdings, Inc., SFOG Acquisition A, Inc., SFOG Acquisition B, Inc., SFOG Acquisition Company LLC, SFOT Acquisition I, Inc., SFOT Acquisition II, Inc., GP Holdings Inc., SFOG II, Inc., SFT Holdings, Inc., SFG Holdings, Inc., SFOG II Employee, Inc., Six Flags Over Texas, Inc., SFOT Employee, Inc. and Six Flags Over Georgia, Inc.), (ii) all Capital Stock owned by the Primary Borrower in Flags Beverages, Inc., Fiesta Texas

Hospitality LLC and other Subsidiaries, if any, which have no material assets other than a liquor license, (iii) all Capital Stock of any Person created or acquired by Holdings or any of its Subsidiaries pursuant to the Spanish WB Acquisition, (iv) any General Intangible representing a Grantor's right to receive payment in respect of any intercompany loan made by such Grantor to Parent or to any of its Subsidiaries, which intercompany loan has been outstanding for less than three months, (v) any Trademark License with Warner Bros. or its affiliates that expressly prohibits the granting of a security interest therein (including but not limited to (A) those licenses contemplated by the German WB Acquisition, (B) the License Agreement referred to in the agreements constituting the Spanish WB Acquisition and (C) the Amended and Restated License Agreement #5854-WB/DC dated as of April 1, 1998 with the Primary Borrower, as any of the foregoing may be amended from time to time), (vi) any other Trademark License that expressly prohibits the granting of a security interest therein, (vii) that portion of the Capital Stock of any Excluded Foreign Subsidiary that is in excess of 65% of the total outstanding Capital Stock of such Excluded Foreign Subsidiary, (viii) the Capital Stock of a Subsidiary acquired after the date hereof to the extent that Section 9.6(f) of the Credit Agreement does not require the granting of a security interest therein and (ix) the Property acquired after the date hereof of any Grantor to the extent that Section 9.6(a)(z) of the Credit Agreement does not require the granting of a security interest therein.

"Foreign Subsidiary": any Subsidiary organized under the laws of any jurisdiction outside the United States of America.

"Foreign Subsidiary Voting Stock": the voting Capital Stock of any Foreign Subsidiary.

"General Intangibles": all "general intangibles" as such term is defined in Section 9-106 of the New York UCC and, in any event, including, without limitation, with respect to any Grantor, any and all uncertificated equity interests of any kind and all contracts, agreements, instruments and indentures in any form, and portions thereof, to which such Grantor is a party or under which such Grantor has any right, title or interest or to which such Grantor or any property of such Grantor is subject, as the same may from time to time be amended, supplemented or otherwise modified, including, without limitation, (i) all rights of such Grantor to receive moneys due and to become due to it thereunder or in connection therewith, (ii) all rights of such Grantor to damages arising thereunder and (iii) all rights of such Grantor to perform and to exercise all remedies thereunder, in each case to the extent the grant by such Grantor of a security interest pursuant to this Agreement in its right, title and interest in such contract, agreement, instrument or indenture is not prohibited by such contract, agreement, instrument or indenture without the consent of any other party thereto, would not give any other party to such contract, agreement, instrument or indenture the right to terminate its obligations thereunder, or is permitted with consent if all necessary consents to such grant of a security-interest have been obtained from the other parties thereto (it being understood that the foregoing shall not be deemed to obligate such Grantor to obtain such consents); provided, that the foregoing limitation shall not affect, limit, restrict or impair the grant by such Grantor of a

security interest pursuant to this Agreement in any Receivable or any money or other amounts due or to become due under any such contract, agreement, instrument or indenture; provided further that General Intangibles excludes any Excluded Assets.

"Guarantors": the collective reference to each Grantor other than the Primary Borrower; provided, however, that with respect to Obligations of Foreign Subsidiary Borrowers, "Guarantors" shall mean the collective reference to each Grantor (including the Primary Borrower).

"Intellectual Property": the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks and the Trademark Licenses, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom; provided that Intellectual Property excludes any Excluded Assets.

"Intercompany Note": any promissory note evidencing loans made by any Grantor to Parent or any of its Subsidiaries.

"Investment Property": the collective reference to (i) all "investment property" as such term is defined in Section 9-115 of the New York UCC (other than any Foreign Subsidiary Voting Stock excluded from the definition of "Pledged Stock") and (ii) whether or not constituting "investment property" as so defined, all Pledged Notes and all Pledged Stock; provided that Investment Property excludes any Excluded Assets.

"Issuers": the collective reference to each issuer of any Investment Property.

"Lender Hedge Agreements": all interest rate and foreign currency swaps, caps or collar agreements or similar arrangements and foreign currency exchange agreements entered into by the Primary Borrower or any of its Subsidiaries with any Lender (or any affiliate of any Lender) providing for protection against fluctuations in interest rates or currency exchange rates or the exchange of nominal interest obligations, either generally or under specific contingencies.

"New York UCC": the Uniform Commercial Code as from time to time in effect in the State of New York.

"Obligations": the collective reference to the unpaid principal of and interest on the Loans and Reimbursement Obligations and all other obligations and liabilities of the Borrowers (including, without limitation, interest accruing at the then applicable rate provided in the Credit Agreement after the maturity of the Loans and Reimbursement Obligations and interest accruing at the then applicable rate provided in the Credit Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to any Borrower, whether or not a

claim for post-filing or post-petition interest is allowed in such proceeding) to the Administrative Agent or any Lender (or, in the case of any Lender Hedge Agreement, any Affiliate of any Lender or any Person that was a Lender or an affiliate of a Lender at the time of entry into a Lender Hedge Agreement), whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Credit Agreement, this Agreement, the other Loan Documents, any Letter of Credit, any Lender Hedge Agreement or any other document made, delivered or given in connection with any of the foregoing, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Administrative Agent or to the Lenders that are required to be paid by any Borrower pursuant to the terms of any of the foregoing agreements).

"Patents": (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to in Schedule 6, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to in Schedule 6, and (iii) all rights to obtain any reissues or extensions of the foregoing.

"Patent License": all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including, without limitation, any of the foregoing referred to in Schedule 6.

"Pledged Notes": all promissory notes listed on Schedule 2, all Intercompany Notes at any time issued to any Grantor and all other promissory notes issued to or held by any Grantor (other than promissory notes issued in connection with extensions of trade credit by any Grantor in the ordinary course of business), excluding any Excluded Assets.

"Pledged Stock": the shares of Capital Stock listed on Schedule 2, together with any other shares, stock certificates, options or rights of any nature whatsoever in respect of the Capital Stock of any Person that may be issued or granted to, or held by, any Grantor while this Agreement is in effect, excluding any Excluded Assets; provided that in no event shall more than 65% of the total outstanding Foreign Subsidiary Voting Stock issued by any Foreign Subsidiary be required to be pledged hereunder.

"Proceeds": all "proceeds" as such term is defined in Section 9-306(1) of the New York UCC and, in any event, shall include, without limitation, all dividends or other income from the Investment Property, collections thereon or distributions or payments with respect thereto.

"Receivable": any right to payment for goods sold or leased or for services rendered, whether or not such right is evidenced by an Instrument or Chattel Paper and

whether or not it has been earned by performance (including, without limitation, any Account).

"Securities Act": the Securities Act of 1933, as amended.

"Subsidiary Guarantor": each Grantor other than the Parent, Holdings and the Primary Borrower.

"Trademarks": (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule 6, and (ii) the right to obtain all renewals thereof.

"Trademark License": any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 6, but excluding the Excluded Assets.

"Vehicles": all cars, trucks, trailers, construction and earth moving equipment and other vehicles covered by a certificate of title law of any state and all tires and other appurtenances to any of the foregoing.

1.2 Other Definitional Provisions. (a) The words "hereof," "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole as amended from time to time and not to any particular provision of this Agreement, and Section and Schedule references are to this Agreement unless otherwise specified.

(b) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(c) Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to a Grantor, shall refer to such Grantor's Collateral or the relevant part thereof.

SECTION 2. GUARANTEE

2.1 Guarantee. (a) Each of the Guarantors hereby, jointly and severally, unconditionally and irrevocably, guarantees to the Administrative Agent, for the ratable benefit

of the Lenders, and their respective successors, indorseees, transferees and assigns, the prompt and complete payment and performance by the Borrowers when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations.

(b) Anything herein or in any other Loan Document to the contrary notwithstanding, the maximum liability of each Guarantor or Grantor hereunder and under the other Security Documents and the maximum amount which may be secured by the Liens granted with respect to the Collateral hereunder and the Collateral under the other Security Documents, in each case, shall in no event exceed the amount which can be guaranteed by such Guarantor or Grantor, or secured by assets of such Guarantor or Grantor, under applicable federal and state laws relating to the insolvency of debtors (after giving effect to the right of contribution established in Section 2.2).

(c) Each Guarantor agrees that the Obligations may at any time and from time to time exceed the amount of the liability of such Guarantor hereunder without impairing the guarantee contained in this Section 2 or affecting the rights and remedies of the Administrative Agent or any Lender hereunder.

(d) The guarantee contained in this Section 2 shall remain in full force and effect until all the Obligations and the obligations of each Guarantor under the guarantee contained in this Section 2 shall have been satisfied by payment in full, no Letter of Credit shall be outstanding and the Commitments shall be terminated, notwithstanding that from time to time the Borrowers may be free from any Obligations.

(e) No payment made by any Borrower, any of the Guarantors, any other guarantor or any other Person or received or collected by the Administrative Agent or any Lender from any Borrower, any of the Guarantors, any other guarantor or any other Person by virtue of any action or proceeding or any set-off or appropriation or application at any time or from time to time in reduction of or in payment of the Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of any Guarantor hereunder which shall, notwithstanding any such payment (other than any payment made by such Guarantor in respect of the Obligations or any payment received or collected from such Guarantor in respect of the Obligations), remain liable for the Obligations up to the maximum liability of such Guarantor hereunder until the Obligations are paid in full, no Letter of Credit shall be outstanding and the Commitments are terminated.

2.2 Right of Contribution. Each Subsidiary Guarantor hereby agrees that to the extent that a Subsidiary Guarantor shall have paid more than its proportionate share of any payment made hereunder, such Subsidiary Guarantor shall be entitled to seek and receive contribution from and against any other Subsidiary Guarantor hereunder which has not paid its proportionate share of such payment. Each Subsidiary Guarantor's right of contribution shall be subject to the terms and conditions of Section 2.3. The provisions of this Section 2.2 shall in no respect limit the obligations and liabilities of any Subsidiary Guarantor to the Administrative Agent and the Lenders, and each Subsidiary Guarantor shall remain liable to the Administrative Agent and the Lenders for the full amount guaranteed by such Subsidiary Guarantor hereunder.

2.3 No Subrogation. Notwithstanding any payment made by any Guarantor hereunder or any set-off or application of funds of any Guarantor by the Administrative Agent or any Lender, no Guarantor shall be entitled to be subrogated to any of the rights of the Administrative Agent or any Lender against any Borrower or any other Guarantor or any collateral security or guarantee or right of offset held by the Administrative Agent or any Lender for the payment of the Obligations, nor shall any Guarantor seek or be entitled to seek any contribution or reimbursement from any Borrower or any other Guarantor in respect of payments made by such Guarantor hereunder, until all amounts owing to the Administrative Agent and the Lenders by the Borrower on account of the Obligations are paid in full, no Letter of Credit shall be outstanding and the Commitments are terminated. If any amount shall be paid to any Guarantor on account of such subrogation rights at any time when all of the Obligations shall not have been paid in full, such amount shall be held by such Guarantor in trust for the Administrative Agent and the Lenders, segregated from other funds of such Guarantor, and shall, forthwith upon receipt by such Guarantor, be turned over to the Administrative Agent in the exact form received by such Guarantor (duly indorsed by such Guarantor to the Administrative Agent, if required), to be applied against the Obligations, whether matured or unmatured, in such order as the Administrative Agent may determine.

2.4 Amendments, etc. with respect to the Obligations. Each Guarantor shall remain obligated hereunder notwithstanding that, without any reservation of rights against any Guarantor and without notice to or further assent by any Guarantor, any demand for payment of any of the Obligations made by the Administrative Agent or any Lender may be rescinded by the Administrative Agent or such Lender and any of the Obligations continued, and the Obligations, or the liability of any other Person upon or for any part thereof, or any collateral security or guarantee therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by the Administrative Agent or any Lender, and the Credit Agreement and the other Loan Documents and any other documents executed and delivered in connection therewith may be amended, modified, supplemented or terminated, in whole or in part, as the Administrative Agent (or the Required Lenders or all Lenders, as the case may be) may deem advisable from time to time, and any collateral security, guarantee or right of offset at any time held by the Administrative Agent or any Lender for the payment of the Obligations may be sold, exchanged, waived, surrendered or released. Neither the Administrative Agent nor any Lender shall have any obligation to protect, secure, perfect or insure any Lien at any time held by it as security for the Obligations or for the guarantee contained in this Section 2 or any property subject thereto.

2.5 Guarantee Absolute and Unconditional. Each Guarantor waives any and all notice of the creation, renewal, extension or accrual of any of the Obligations and notice of or proof of reliance by the Administrative Agent or any Lender upon the guarantee contained in this Section 2 or acceptance of the guarantee contained in this Section 2; the Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended or waived, in reliance upon the guarantee contained in this Section 2; and all dealings between any of the Borrowers and any of the Guarantors, on the one hand, and the Administrative Agent and the Lenders, on the other hand, likewise shall be conclusively presumed to have been had or consummated in reliance upon the guarantee contained in this

Section 2. Each Guarantor waives diligence, presentment, protest, demand for payment and notice of default or nonpayment to or upon any of the Borrowers or any of the Guarantors with respect to the Obligations. Each Guarantor understands and agrees that the guarantee contained in this Section 2 shall be construed as a continuing, absolute and unconditional guarantee of payment without regard to (a) the validity or enforceability of the Credit Agreement or any other Loan Document, any of the Obligations or any other collateral security therefor or guarantee or right of offset with respect thereto at any time or from time to time held by the Administrative Agent or any Lender, (b) any defense, set-off or counterclaim (other than a defense of payment or performance) which may at any time be available to or be asserted by any Borrower or any other Person against the Administrative Agent or any Lender, or (c) any other circumstance whatsoever (with or without notice to or knowledge of such Borrower or such Guarantor) which constitutes, or might be construed to constitute, an equitable or legal discharge of the Borrowers for the Obligations, or of such Guarantor under the guarantee contained in this Section 2, in bankruptcy or in any other instance. When making any demand hereunder or otherwise pursuing its rights and remedies hereunder against any Guarantor, the Administrative Agent or any Lender may, but shall be under no obligation to, make a similar demand on or otherwise pursue such rights and remedies as it may have against the relevant Borrower, any other Guarantor or any other Person or against any collateral security or guarantee for the Obligations or any right of offset with respect thereto, and any failure by the Administrative Agent or any Lender to make any such demand, to pursue such other rights or remedies or to collect any payments from such Borrower, any other Guarantor or any other Person or to realize upon any such collateral security or guarantee or to exercise any such right of offset, or any release of such Borrower, any other Guarantor or any other Person or any such collateral security, guarantee or right of offset, shall not relieve any Guarantor of any obligation or liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of the Administrative Agent or any Lender against any Guarantor. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings.

2.6 Reinstatement. The guarantee contained in this Section 2 shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Obligations is rescinded or must otherwise be restored or returned by the Administrative Agent or any Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any Borrower or any Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, any Borrower or any Guarantor or any substantial part of its property, or otherwise, all as though such payments had not been made.

2.7 Payments. Each Guarantor hereby guarantees that payments hereunder will be paid without set-off or counterclaim, in immediately available funds in the currency in which the relevant Obligation is denominated, at the applicable Payment Office.

SECTION 3. GRANT OF SECURITY INTEREST

Each Grantor hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the ratable benefit of the Lenders, a security

interest in, all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligation:

- (a) all Accounts;
- (b) all Chattel Paper;
- (c) all Deposit Accounts;
- (d) all Documents;
- (e) all Equipment;
- (f) all General Intangibles;
- (g) all Instruments;
- (h) all Intellectual Property;
- (i) all Inventory;
- (j) all Investment Property;
- (k) all other personal property not otherwise described above;
- (l) all books and records pertaining to the Collateral; and

(m) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

Notwithstanding the foregoing, the Collateral shall not include the Excluded Assets.

SECTION 4. REPRESENTATIONS AND WARRANTIES

To induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby represents and warrants to the Administrative Agent and each Lender that:

4.1 Title; No Other Liens. Except for the security interest granted to the Administrative Agent for the ratable benefit of the Lenders pursuant to this Agreement and the other Liens permitted to exist on the Collateral by the Credit Agreement, such Grantor owns each item of the Collateral free and clear of any and all Liens or claims of others. No bona-fide financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except such as have been filed in favor of the Administrative Agent, for the ratable benefit of the Lenders, pursuant to this Agreement or as are permitted by the Credit Agreement.

4.2 Perfected First Priority Liens. The security interests granted pursuant to this Agreement (a) constitute valid security interests in all of the Collateral in favor of the Administrative Agent, for the ratable benefit of the Lenders, as collateral security for the Obligations, enforceable in accordance with the terms hereof against all creditors of such Grantor and any Persons purporting to purchase any Collateral from such Grantor and (b) are prior to all other Liens on the Collateral in existence on the date hereof except Liens pursuant to New York Business Corporation Law § 630 with respect to Issuers of Pledged Stock organized under the laws of the State of New York or, in the case of Collateral other than Pledged Stock and Pledged Notes, Liens permitted by the Credit Agreement.

4.3 Chief Executive Office. On the date of this Agreement, such Grantor's jurisdiction of organization and the location of such Grantor's chief executive office or sole place of business are specified on Schedule 4.

4.4 Inventory and Equipment. On the date of this Agreement, the Inventory and the Equipment (other than mobile goods) are kept at the locations listed on Schedule 5.

4.5 Farm Products. None of the Collateral constitutes, or is the Proceeds of, Farm Products.

4.6 Investment Property. (a) The shares of Pledged Stock pledged by such Grantor hereunder constitute all the issued and outstanding shares of all classes of the Capital Stock of each Issuer owned by such Grantor or, in the case of Foreign Subsidiary Voting Stock, if less, 65% of the outstanding Foreign Subsidiary Voting Stock of each relevant Issuer.

(b) All the shares of the Pledged Stock issued by each Issuer (other than any Issuer that is a Foreign Subsidiary) have been duly and validly issued and are fully paid and nonassessable.

(c) Each of the Pledged Notes constitutes the legal, valid and binding obligation of the obligor with respect thereto, enforceable in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

(d) Such Grantor is the record and beneficial owner of, and has good and marketable title to, the Investment Property pledged by it hereunder, free of any and all Liens or options in favor of, or claims of, any other Person, except the security interest created by this Agreement and Liens pursuant to New York Business Corporation Law § 630 with respect to Issuers of Pledged Stock organized under the laws of the State of New York.

4.7 Receivables. (a) No amount payable to such Grantor under or in connection with any Receivable is evidenced by any Instrument or Chattel Paper which has not been delivered to the Administrative Agent to the extent required to be delivered pursuant to Section 5.1.

(b) None of the obligors on any material portion of the Receivables is a Governmental Authority.

(c) The amounts represented by such Grantor to the Lenders from time to time as owing to such Grantor in respect of the Receivables will at such times be accurate in all material respects.

4.8 Intellectual Property. (a) Schedule 6 lists all material Intellectual Property owned by such Grantor in its own name on the date hereof.

(b) Except as set forth in Schedule 6 and except for joint marketing and sponsorship agreements entered into by such Grantor in the ordinary course of its business, on the date hereof, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor.

(c) No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or such Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect.

SECTION 5. COVENANTS

Each Grantor covenants and agrees with the Administrative Agent and the Lenders that, from and after the date of this Agreement until the Obligations shall have been paid in full, no Letter of Credit shall be outstanding and the Commitments shall have terminated:

5.1 Delivery of Instruments, Certificated Securities and Chattel Paper. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument, Certificated Security or Chattel Paper, such Instrument, Certificated Security or Chattel Paper shall be promptly delivered to the Administrative Agent, duly indorsed in a manner satisfactory to the Administrative Agent, to be held as Collateral pursuant to this Agreement; provided that, so long as no Default or Event of Default shall have occurred and be continuing, no Grantor shall be required to deliver to the Administrative Agent any Instrument, Certificated Security or Chattel Paper (other than sponsorship or joint marketing arrangements)

to be held by the Administrative Agent as Collateral pursuant to this Agreement so long as the aggregate amount evidenced by all such Instruments, Certificated Securities and Chattel Paper not so delivered does not exceed \$500,000.00 at any one time outstanding.

5.2 Maintenance of Perfected Security Interest; Further Documentation. (a) Such Grantor shall promptly take such actions as the Administrative Agent may reasonably request for the purpose of maintaining the security interest created by this Agreement as a perfected security interest having at least the priority described in Section 4.2 and shall defend such security interest against the claims and demands of all Persons whomsoever.

(b) Such Grantor will furnish to the Administrative Agent and the Lenders from time to time statements and schedules further identifying and describing the assets and property of such Grantor and such other reports in connection therewith as the Administrative Agent may reasonably request, all in reasonable detail.

(c) At any time and from time to time, upon the written request of the Administrative Agent, and at the sole expense of such Grantor, such Grantor will promptly and duly execute and deliver, and have recorded, such further instruments and documents and take such further actions as the Administrative Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, (i) filing any financing or continuation statements under the Uniform Commercial Code (or other similar laws) in effect in any jurisdiction with respect to the security interests created hereby and (ii) in the case of Investment Property, Deposit Accounts and any other relevant Collateral, taking any actions necessary to enable the Administrative Agent to obtain "control" (within the meaning of the applicable Uniform Commercial Code) with respect thereto.

5.3 Changes in Locations, Name, etc. Such Grantor will not, except upon 15 days' prior written notice to the Administrative Agent and delivery to the Administrative Agent of (a) all additional executed financing statements and other documents reasonably requested by the Administrative Agent to maintain the validity, perfection and priority of the security interests provided for herein and (b) if applicable, a written supplement to Schedule 5 showing any additional location at which Inventory or Equipment shall be kept:

(i) permit any of the Inventory or Equipment to be kept at a location other than any of those listed on Schedule 5;

(ii) change its jurisdiction of organization or the location of its chief executive office or sole place of business from that referred to in Section 4.3; or

(iii) change its name, identity or corporate structure to such an extent that any financing statement filed by the Administrative Agent in connection with this Agreement would become misleading.

5.4 Notices. Such Grantor will advise the Administrative Agent and the Lenders promptly, in reasonable detail, of:

(a) any Lien (other than security interests created hereby or Liens permitted under the Credit Agreement) on any of the Collateral which would materially and adversely affect the ability of the Administrative Agent to exercise any of its remedies hereunder; and

(b) of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the security interests created hereby.

5.5 Investment Property. (a) If such Grantor shall become entitled to receive or shall receive any stock certificate (including, without limitation, any certificate representing a stock dividend or a distribution in connection with any reclassification, increase or reduction of capital or any certificate issued in connection with any reorganization), option or rights in respect of the Capital Stock of any Issuer, whether in addition to, in substitution of, as a conversion of, or in exchange for, any shares of the Pledged Stock, or otherwise in respect thereof, such Grantor shall accept the same as the agent of the Administrative Agent and the Lenders, hold the same in trust for the Administrative Agent and the Lenders and deliver the same forthwith to the Administrative Agent in the exact form received, duly indorsed by such Grantor to the Administrative Agent, if required, together with an undated stock power covering such certificate duly executed in blank by such Grantor and with, if the Administrative Agent so requests, signature guaranteed, to be held by the Administrative Agent, subject to the terms hereof, as additional collateral security for the Obligations. Any sums paid upon or in respect of the Investment Property upon the liquidation or dissolution of any Issuer shall be paid over to the Administrative Agent to be held by it hereunder as additional collateral security for the Obligations, and in case any distribution of capital shall be made on or in respect of the Investment Property or any property shall be distributed upon or with respect to the Investment Property pursuant to the recapitalization or reclassification of the capital of any Issuer or pursuant to the reorganization thereof, the property so distributed shall, unless otherwise subject to a perfected security interest in favor of the Administrative Agent, be delivered to the Administrative Agent to be held by it hereunder as additional collateral security for the Obligations. If any sums of money or property so paid or distributed in respect of the Investment Property shall be received by such Grantor, such Grantor shall, until such money or property is paid or delivered to the Administrative Agent, hold such money or property in trust for the Lenders, segregated from other funds of such Grantor, as additional collateral security for the Obligations.

(b) Without the prior written consent of the Administrative Agent, such Grantor will not (i) vote to enable, or take any other action to permit, any Issuer to issue any stock or other equity securities of any nature or to issue any other securities convertible into or granting the right to purchase or exchange for any stock or other equity securities of any nature of any Issuer, (ii) sell, assign, transfer, exchange, or otherwise dispose of, or grant any option with respect to, the Investment Property or Proceeds thereof (except pursuant to a transaction expressly permitted by the Credit Agreement), (iii) create, incur or permit to exist any Lien or

option in favor of, or any claim of any Person with respect to, any of the Investment Property or Proceeds thereof, or any interest therein, except for the security interests created by this Agreement or (iv) enter into any agreement (other than the Loan Documents) or undertaking restricting the right or ability of such Grantor or the Administrative Agent to sell, assign or transfer any of the Investment Property or Proceeds thereof.

(c) In the case of each Grantor which is an Issuer, such Issuer agrees that (i) it will be bound by the terms of this Agreement relating to the Investment Property issued by it and will comply with such terms insofar as such terms are applicable to it, (ii) it will notify the Administrative Agent promptly in writing of the occurrence of any of the events described in Section 5.5(a) with respect to the Investment Property issued by it and (iii) the terms of Sections 6.3(c) and 6.7 shall apply to it, mutatis mutandis, with respect to all actions that may be required of it pursuant to Section 6.3(c) or 6.7 with respect to the Investment Property issued by it.

(d) In the case of each Grantor which is an Issuer and which is a limited liability company or a partnership, such Issuer agrees that it will not permit any of its Capital Stock to become "securities" within the meaning of Article 8 of the New York UCC. Notwithstanding the foregoing, such Issuer agrees, with respect to the Investment Property issued by it, to comply with instructions originated by the Administrative Agent without further consent from the relevant Grantor of a security interest in such Investment Property and such Grantor hereby irrevocably consents to such compliance.

(e) Except for intercompany loans referred to in clause (iv) of the definition of "Excluded Assets", no Grantor will allow any loan to Parent or to any of its Subsidiaries to be outstanding unless such loan is evidenced by an Intercompany Note that is pledged hereunder to the Administrative Agent, for the ratable benefit of the Lenders.

5.6 Receivables. (a) Other than in the ordinary course of business, such Grantor will not (i) grant any extension of the time of payment of any Receivable, (ii) compromise or settle any Receivable for less than the full amount thereof, (iii) release, wholly or partially, any Person liable for the payment of any Receivable, (iv) allow any credit or discount whatsoever on any Receivable or (v) amend, supplement or modify any Receivable in any manner that could adversely affect the value thereof.

(b) Such Grantor will deliver to the Administrative Agent a copy of each material demand, notice or document received by it that questions or calls into doubt the validity or enforceability of more than 5% of the aggregate amount of the then outstanding Receivables of all Grantors.

5.7 Intellectual Property. (a) Such Grantor (either itself or through licensees) will (i) continue to use each material Trademark in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (ii) maintain in all material respects as in the past the quality of products and services offered under such Trademark, (iii) use such Trademark with the appropriate notice of registration and all other notices and legends required by applicable Requirements of Law, (iv) not adopt or use any mark which is confusingly similar

or a colorable imitation of such Trademark unless the Administrative Agent, for the ratable benefit of the Lenders, shall obtain a perfected security interest in such mark pursuant to this Agreement, and (v) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby such Trademark could reasonably be expected to become invalidated or materially impaired in any way.

(b) Such Grantor (either itself or through licensees) will not do any act, or omit to do any act, whereby any material Patent may become forfeited, abandoned or dedicated to the public.

(c) Such Grantor (either itself or through licensees) (i) will employ each material Copyright and (ii) will not (and will not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any material portion of the Copyrights could reasonably be expected to become invalidated or otherwise materially impaired. Such Grantor will not (either itself or through licensees) do any act whereby any material portion of the Copyrights may fall into the public domain.

(d) Such Grantor (either itself or through licensees) will not do any act that knowingly uses any material Intellectual Property to infringe in any material respect upon the intellectual property rights of any other Person.

(e) Such Grantor will notify the Administrative Agent and the Lenders immediately if it knows, or has reason to know, that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court or tribunal in any country) regarding such Grantor's ownership of, or the validity of, any material Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

(f) Whenever such Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any material Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, such Grantor shall report such filing to the Administrative Agent within five Business Days after the last day of the fiscal quarter in which such filing occurs. Upon request of the Administrative Agent, such Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents, and papers as the Administrative Agent may request to evidence the Administrative Agent's and the Lenders' security interest in any Copyright, Patent or Trademark and the goodwill and general intangibles of such Grantor relating thereto or represented thereby.

(g) Such Grantor will take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant

registration) and to maintain each registration of the material Intellectual Property, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability.

(h) In the event that any material Intellectual Property is infringed, misappropriated or diluted by a third party, such Grantor shall (i) take such actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Intellectual Property and (ii) if such Intellectual Property is of material economic value to the Grantors as a whole, promptly notify the Administrative Agent after it learns thereof and sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution.

5.8 Vehicles. The aggregate book value of all Vehicles owned by all such Grantors will not exceed \$7,500,000 or such higher book value as shall be reasonably satisfactory to the Administrative Agent.

SECTION 6. REMEDIAL PROVISIONS

6.1 Certain Matters Relating to Receivables. (a) Each Grantor shall furnish any and all assistance and information as the Administrative Agent may require in connection with the right of the Administrative Agent to make test verifications of the Receivables in any manner and through any medium that it reasonably considers advisable, including but not limited to communications with the obligors under the Receivables by the Administrative Agent in its own name or in the name of others to verify to the Administrative Agent's satisfaction the existence, amount and terms of any Receivables; provided, however, that unless an Event of Default shall have occurred and be continuing, the Administrative Agent shall not make such test verifications more than once during any fiscal quarter of such Grantor. At any time and from time to time, upon the Administrative Agent's request and at the expense of the relevant Grantor, such Grantor shall cause independent public accountants or others satisfactory to the Administrative Agent to furnish to the Administrative Agent reports showing reconciliations, aging and test verifications of, and trial balances for, the Receivables.

(b) The Administrative Agent hereby authorizes each Grantor to collect such Grantor's Receivables, subject to the Administrative Agent's direction and control, and the Administrative Agent may curtail or terminate said authority at any time after the occurrence and during the continuance of an Event of Default. If required by the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, any payments of Receivables, when collected by any Grantor, (i) shall be forthwith (and, in any event, within two Business Days) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to the Administrative Agent if required, in a Collateral Account maintained under the sole dominion and control of the Administrative Agent, subject to withdrawal by the Administrative Agent for the account of the Lenders only as provided in Section 6.5, and (ii) until so turned over, shall be held by such Grantor in trust for the Administrative Agent and the Lenders, segregated from other funds of such Grantor. Each such deposit of Proceeds of

Receivables shall be accompanied by a report identifying in reasonable detail the nature and source of the payments included in the deposit.

(c) At the Administrative Agent's request at any time after the occurrence and during the continuance of an Event of Default, each Grantor shall deliver to the Administrative Agent all original and other documents evidencing, and relating to, the agreements and transactions which gave rise to the Receivables, including, without limitation, all original orders, invoices and shipping receipts.

6.2 Communications with Obligors; Grantors Remain Liable. (a) Upon the request of the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, each Grantor shall notify obligors on the Receivables that the Receivables have been assigned to the Administrative Agent for the ratable benefit of the Lenders and that payments in respect thereof shall be made directly to the Administrative Agent.

(b) Anything herein to the contrary notwithstanding, each Grantor shall remain liable under each of the Receivables to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. Neither the Administrative Agent nor any Lender shall have any obligation or liability under any Receivable (or any agreement giving rise thereto) by reason of or arising out of this Agreement or the receipt by the Administrative Agent or any Lender of any payment relating thereto, nor shall the Administrative Agent or any Lender be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Receivable (or any agreement giving rise thereto), to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

6.3 Pledged Investment Property. (a) Unless an Event of Default shall have occurred and be continuing and the Administrative Agent shall have given notice to the relevant Grantor of the Administrative Agent's intent to exercise its corresponding rights pursuant to Section 6.3(b), each Grantor shall be permitted to receive all cash dividends paid in respect of the Pledged Stock and all payments made in respect of the Pledged Notes, in each case paid in the normal course of business of the relevant Issuer and consistent with past practice, to the extent permitted in the Credit Agreement, and to exercise all voting and corporate rights with respect to the Investment Property; provided, however, that no vote shall be cast or corporate right exercised or other action taken which, in the Administrative Agent's reasonable judgment, could reasonably be expected to result in a material impairment of the Collateral or which, if cast, exercised or taken, as the case may be, would result in a Default or an Event of Default under the Credit Agreement, this Agreement or any other Loan Document.

(b) If an Event of Default shall occur and be continuing and the Administrative Agent shall give notice of its intent to exercise such rights to the relevant Grantor or Grantors, (i) the Administrative Agent shall have the right to receive any and all cash dividends, payments

or other Proceeds paid in respect of the Investment Property and make application thereof to the Obligations in such order as the Administrative Agent may determine, and (ii) any or all of the Investment Property shall be registered in the name of the Administrative Agent or its nominee, and the Administrative Agent or its nominee may thereafter exercise (x) all voting, corporate and other rights pertaining to such Investment Property at any meeting of shareholders of the relevant Issuer or Issuers or otherwise and (y) any and all rights of conversion, exchange and subscription and any other rights, privileges or options pertaining to such Investment Property as if it were the absolute owner thereof (including, without limitation, the right to exchange at its discretion any and all of the Investment Property upon the merger, consolidation, reorganization, recapitalization or other fundamental change in the corporate structure of any Issuer, or upon the exercise by any Grantor or the Administrative Agent of any right, privilege or option pertaining to such Investment Property, and in connection therewith, the right to deposit and deliver any and all of the Investment Property with any committee, depositary, transfer agent, registrar or other designated agency upon such terms and conditions as the Administrative Agent may determine), all without liability except to account for property actually received by it, but the Administrative Agent shall have no duty to any Grantor to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing.

(c) Each Grantor hereby authorizes and instructs each Issuer of any Investment Property pledged by such Grantor hereunder to (i) comply with any instruction received by it from the Administrative Agent in writing that (x) states that an Event of Default has occurred and is continuing and (y) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from such Grantor, and each Grantor agrees that each Issuer shall be fully protected in so complying, and (ii) pay any non-cash dividends or other non-cash payments with respect to the Investment Property directly to the Administrative Agent and, after such Issuer receives notice from the Administrative Agent that an Event of Default has occurred, pay any cash dividends or other payments with respect to the Investment Property directly to the Administrative Agent.

6.4 Proceeds to be Turned Over To Administrative Agent. In addition to the rights of the Administrative Agent and the Lenders specified in Section 6.1 with respect to payments of Receivables, if an Event of Default shall occur and be continuing, all Proceeds received by any Grantor consisting of cash, checks and other near-cash items shall be held by such Grantor in trust for the Administrative Agent and the Lenders, segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, be turned over to the Administrative Agent in the exact form received by such Grantor (duly indorsed by such Grantor to the Administrative Agent, if required). All Proceeds received by the Administrative Agent hereunder shall be held by the Administrative Agent in a Collateral Account maintained under its sole dominion and control. All Proceeds while held by the Administrative Agent in a Collateral Account (or by such Grantor in trust for the Administrative Agent and the Lenders) shall continue to be held as collateral security for all the Obligations and shall not constitute payment thereof until applied as provided in Section 6.5.

6.5 Application of Proceeds. At such intervals as may be agreed upon by the Primary Borrower and the Administrative Agent, or, if an Event of Default shall have occurred

and be continuing, at any time at the Administrative Agent's election, the Administrative Agent may apply all or any part of Proceeds held in any Collateral Account in payment of the Obligations in the following order:

First, to pay incurred and unpaid fees and expenses of the Administrative Agent under the Loan Documents;

Second, to the Administrative Agent, for application by it towards payment of amounts then due and owing and remaining unpaid in respect of the Obligations, pro rata among the Lenders according to the amounts of the Obligations then due and owing and remaining unpaid to the Lenders;

Third, to the Administrative Agent, for application by it towards prepayment of the Obligations, pro rata among the Lenders according to the amounts of the Obligations then held by the Lenders, with any such prepayment of Loans being applied, first, to Base Rate Loans and, second, to Eurocurrency Loans; and

Fourth, any balance of such Proceeds remaining after the Obligations shall have been paid in full, no Letters of Credit shall be outstanding and the Commitments shall have terminated shall be paid over to the Primary Borrower or to whomsoever may be lawfully entitled to receive the same.

6.6 Code and Other Remedies. If an Event of Default shall occur and be continuing, the Administrative Agent, on behalf of the Lenders, may exercise, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the New York UCC or any other applicable law. Without limiting the generality of the foregoing, the Administrative Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon any Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Administrative Agent or any Lender or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Administrative Agent or any Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in any Grantor, which right or equity is hereby waived and released. Each Grantor further agrees, at the Administrative Agent's request, to assemble the Collateral and make it available to the Administrative Agent at places which the Administrative Agent shall reasonably select, whether at such Grantor's premises or elsewhere. The Administrative Agent

shall apply the net proceeds of any action taken by it pursuant to this Section 6.6, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Administrative Agent and the Lenders hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in the order set forth in Section 6.5, and only after such application and after the payment by the Administrative Agent of any other amount required by any provision of law, including, without limitation, Section 9-504(1)(c) of the New York UCC, need the Administrative Agent account for the surplus, if any, to any Grantor. To the extent permitted by applicable law, each Grantor waives all claims, damages and demands it may acquire against the Administrative Agent or any Lender arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition.

6.7 Registration Rights. (a) If the Administrative Agent shall determine to exercise its right to sell any or all of the Pledged Stock pursuant to Section 6.6, and if in the opinion of the Administrative Agent it is necessary or advisable to have the Pledged Stock, or that portion thereof to be sold, registered under the provisions of the Securities Act, the relevant Grantor will cause the Issuer thereof to (i) execute and deliver, and cause the directors and officers of such Issuer to execute and deliver, all such instruments and documents, and do or cause to be done all such other acts as may be, in the opinion of the Administrative Agent, necessary or advisable to register the Pledged Stock, or that portion thereof to be sold, under the provisions of the Securities Act, (ii) use its best efforts to cause the registration statement relating thereto to become effective and to remain effective for a period of one year from the date of the first public offering of the Pledged Stock, or that portion thereof to be sold, and (iii) make all amendments thereto and/or to the related prospectus which, in the opinion of the Administrative Agent, are necessary or advisable, all in conformity with the requirements of the Securities Act and the rules and regulations of the Securities and Exchange Commission applicable thereto. Each Grantor agrees to cause such Issuer to comply with the provisions of the securities or "Blue Sky" laws of any and all jurisdictions which the Administrative Agent shall designate and to make available to its security holders, as soon as practicable, an earnings statement (which need not be audited) which will satisfy the provisions of Section 11(a) of the Securities Act.

(b) Each Grantor recognizes that the Administrative Agent may be unable to effect a public sale of any or all the Pledged Stock, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. The Administrative Agent shall be under no obligation to delay a sale of any of the Pledged Stock for the period of time necessary to permit the Issuer thereof to register such securities for public sale

under the Securities Act, or under applicable state securities laws, even if such Issuer would agree to do so.

(c) Each Grantor agrees to use its best efforts to do or cause to be done all such other acts as may be necessary to make such sale or sales of all or any portion of the Pledged Stock pursuant to this Section 6.7 valid and binding and in compliance with any and all other applicable Requirements of Law. Each Grantor further agrees that a breach of any of the covenants contained in this Section 6.7 will cause irreparable injury to the Administrative Agent and the Lenders, that the Administrative Agent and the Lenders have no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section 6.7 shall be specifically enforceable against such Grantor, and such Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no Event of Default has occurred and is continuing under the Credit Agreement.

6.8 Waiver, Deficiency. Each Grantor waives and agrees not to assert any rights or privileges which it may acquire under Section 9-112 of the New York UCC. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay its Obligations and the fees and disbursements of any attorneys employed by the Administrative Agent or any Lender to collect such deficiency.

SECTION 7. THE ADMINISTRATIVE AGENT

7.1 Administrative Agent's Appointment as Attorney-in-Fact, etc. (a) Each Grantor hereby irrevocably constitutes and appoints the Administrative Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, each Grantor hereby gives the Administrative Agent the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, to do any or all of the following:

(i) in the name of such Grantor or its own name, or otherwise, take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Receivable or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Administrative Agent for the purpose of collecting any and all such moneys due under any Receivable or with respect to any other Collateral whenever payable;

(ii) in the case of any Intellectual Property, execute and deliver, and have recorded, any and all agreements, instruments, financing statements, documents and

papers as the Administrative Agent may request (A) to evidence the Administrative Agent's and the Lenders' security interest in such Intellectual Property and the goodwill and general intangibles of such Grantor relating thereto or represented thereby and (B) to perfect such security interest;

(iii) pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, effect any repairs or any insurance called for by the terms of this Agreement and pay all or any part of the premiums therefor and the costs thereof;

(iv) execute, in connection with any sale provided for in Section 6.6 or 6.7, any indorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral; and

(v) (1) direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Administrative Agent or as the Administrative Agent shall direct; (2) ask or demand for, collect, and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (3) sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (4) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral; (5) defend any suit, action or proceeding brought against such Grantor with respect to any Collateral; (6) settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as the Administrative Agent may deem appropriate; (7) assign any Copyright, Patent or Trademark (along with the goodwill of the business to which any such Copyright, Patent or Trademark pertains), throughout the world for such term or terms, on such conditions, and in such manner, as the Administrative Agent shall in its sole discretion determine; and (8) generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Administrative Agent were the absolute owner thereof for all purposes, and do, at the Administrative Agent's option and such Grantor's expense, at any time, or from time to time, all acts and things which the Administrative Agent deems necessary to protect, preserve or realize upon the Collateral and the Administrative Agent's and the Lenders' security interests therein and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

Anything in this Section 7.1(a) to the contrary notwithstanding, the Administrative Agent agrees that it will not exercise any rights under the power of attorney provided for in this Section 7.1(a) (other than any rights set forth in clause (ii) of Section 7.1(a)) unless an Event of Default shall have occurred and be continuing.

(b) If any Grantor fails to perform or comply with any of its agreements contained herein, the Administrative Agent, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such agreement.

(c) The expenses of the Administrative Agent incurred in connection with actions undertaken as provided in this Section 7.1, together with interest thereon at a rate per annum equal to the highest rate per annum at which interest would then be payable on any category of past due Revolving Credit Loans that are Base Rate Loans under the Credit Agreement, from the date of payment by the Administrative Agent to the date reimbursed by the relevant Grantor, shall be payable by such Grantor to the Administrative Agent on demand.

(d) Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released.

7.2 Duty of Administrative Agent. The Administrative Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the New York UCC or otherwise, shall be to deal with it in the same manner as the Administrative Agent deals with similar property for its own account. Neither the Administrative Agent, any Lender nor any of their respective officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof unless such failure constitutes gross negligence, willful misconduct or fraud. The powers conferred on the Administrative Agent and the Lenders hereunder are solely to protect the Administrative Agent's and the Lenders' interests in the Collateral and shall not impose any duty upon the Administrative Agent or any Lender to exercise any such powers. The Administrative Agent and the Lenders shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

7.3 Execution of Financing Statements. Pursuant to Section 9-402 of the New York UCC and any other applicable law, each Grantor authorizes the Administrative Agent to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral without the signature of such Grantor in such form and in such offices as the Administrative Agent determines appropriate to perfect the security interests of the Administrative Agent under this Agreement. A photographic or other reproduction of this Agreement shall be sufficient as a financing statement or other filing or recording document or instrument for filing or recording in any jurisdiction.

7.4 Authority of Administrative Agent. Each Grantor acknowledges that the rights and responsibilities of the Administrative Agent under this Agreement with respect to any action taken by the Administrative Agent or the exercise or non-exercise by the Administrative

Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Administrative Agent and the Lenders, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Administrative Agent and the Grantors, the Administrative Agent shall be conclusively presumed to be acting as agent for the Lenders with full and valid authority so to act or refrain from acting, and no Grantor shall be under any obligation, or entitlement, to make any inquiry respecting such authority.

SECTION 8. MISCELLANEOUS

8.1 Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 13.1 of the Credit Agreement.

8.2 Notices. All notices, requests and demands to or upon the Administrative Agent or any Grantor hereunder shall be effected in the manner provided for in Section 13.2 of the Credit Agreement; provided that any such notice, request or demand to or upon any Guarantor shall be addressed to such Guarantor at its notice address set forth on Schedule 1.

8.3 No Waiver by Course of Conduct; Cumulative Remedies. Neither the Administrative Agent nor any Lender shall by any act (except by a written instrument pursuant to Section 8.1), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any Lender, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Administrative Agent or any Lender of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Administrative Agent or such Lender would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

8.4 Enforcement Expenses; Indemnification. (a) Each Guarantor agrees to pay or reimburse each Lender and the Administrative Agent for all its costs and expenses incurred in collecting against such Guarantor under the guarantee contained in Section 2 or otherwise enforcing or preserving any rights under this Agreement and the other Loan Documents to which such Guarantor is a party, including, without limitation, the fees and disbursements of counsel to the Administrative Agent.

(b) Each Guarantor agrees to pay, and to save the Administrative Agent and the Lenders harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other taxes which may be payable or determined to be

payable with respect to any of the Collateral or in connection with any of the transactions contemplated by this Agreement.

(c) Each Guarantor agrees to pay, and to save the Administrative Agent and the Lenders harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Agreement to the extent the Primary Borrower would be required to do so pursuant to Section 13.5 of the Credit Agreement.

(d) The agreements in this Section 8.4 shall survive repayment of the Obligations and all other amounts payable under the Credit Agreement and the other Loan Documents.

8.5 Successors and Assigns. This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Administrative Agent and the Lenders and their successors and assigns; provided that no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Administrative Agent.

8.6 Set-Off. Each Grantor hereby irrevocably authorizes the Administrative Agent and each Lender at any time and from time to time while an Event of Default pursuant to Section 11(a) of the Credit Agreement shall have occurred and be continuing without notice to such Grantor or any other Grantor, any such notice being expressly waived by each Grantor, to set-off and appropriate and apply any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by the Administrative Agent or such Lender to or for the credit or the account of such Grantor, or any part thereof in such amounts as the Administrative Agent or such Lender may elect, against and on account of the obligations and liabilities of such Grantor to the Administrative Agent or such Lender hereunder and claims of every nature and description of the Administrative Agent or such Lender against such Grantor, in any currency, whether arising hereunder, under the Credit Agreement, any other Loan Document or otherwise, as the Administrative Agent or such Lender may elect, whether or not the Administrative Agent or any Lender has made any demand for payment and although such obligations, liabilities and claims may be contingent or unmatured. The Administrative Agent and each Lender shall notify such Grantor promptly of any such set-off and the application made by the Administrative Agent or such Lender of the proceeds thereof, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the Administrative Agent and each Lender under this Section 8.6 are in addition to other rights and remedies (including, without limitation, other rights of set-off) which the Administrative Agent or such Lender may have.

8.7 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

8.8 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8.9 Section Headings. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

8.10 Integration. This Agreement and the other Loan Documents represent the agreement of the Grantors, the Administrative Agent and the Lenders with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by the Administrative Agent or any Lender relative to subject matter hereof and thereof not expressly set forth or referred to herein or in the other Loan Documents. In the event of any conflict between the terms of this Agreement and the provisions of the Credit Agreement, the provisions of the Credit Agreement shall control. With respect to the pledge of any Foreign Subsidiary Voting Stock, in the event of any conflict between the terms of this Agreement and the provisions of any pledge agreement covering such Foreign Subsidiary Voting Stock, the provisions of such pledge agreement shall control.

8.11 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

8.12 Submission To Jurisdiction; Waivers. Each Grantor hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the Courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Grantor at its address referred to in Section 8.2 or at such other address of which the Administrative Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

8.13 Acknowledgments. Each Grantor hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents to which it is a party;

(b) neither the Administrative Agent nor any Lender has any fiduciary relationship with or duty to any Grantor arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Grantors, on the one hand, and the Administrative Agent and Lenders, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Grantors and the Lenders.

8.14 Additional Grantors. Each Subsidiary of Holdings that is required to become a party to this Agreement pursuant to Section 9.6 of the Credit Agreement shall become a Grantor for all purposes of this Agreement upon execution and delivery by such Subsidiary of an Assumption Agreement in the form of Annex 1 hereto.

8.15 Releases. (a) At such time as the Loans, the Reimbursement Obligations and the other Obligations shall have been paid in full, the Commitments have been terminated and no Letters of Credit shall be outstanding, the Collateral shall be released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Grantors. At the request and sole expense of any Grantor following any such termination, the Administrative Agent shall deliver to such Grantor any Collateral held by the Administrative Agent hereunder, and execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.

(b) If any of the Collateral shall be sold, transferred or otherwise disposed of by any Grantor in a transaction permitted by the Credit Agreement, then the Administrative Agent, at the request and sole expense of such Grantor, shall execute and deliver to such Grantor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Collateral. At the request and sole expense of Holdings, a Subsidiary Guarantor shall be released from its obligations hereunder in the event that all the Capital Stock of such

Subsidiary Guarantor shall be sold, transferred or otherwise disposed of in a transaction permitted by the Credit Agreement; provided that Holdings shall have delivered to the Administrative Agent, at least ten Business Days prior to the date of the proposed release, a written request for release identifying the relevant Subsidiary Guarantor and the terms of the sale or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a certification by Holdings stating that such transaction is in compliance with the Credit Agreement and the other Loan Documents.

8.16 WAIVER OF JURY TRIAL. EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

IN WITNESS WHEREOF, each of the undersigned has caused this Guarantee and Collateral Agreement to be duly executed and delivered as of the date first above written.

PREMIER PARKS INC.
PREMIER PARKS OPERATIONS INC.
SIX FLAGS THEME PARKS INC.
AURORA CAMPGROUND, INC.
DARIEN LAKE THEME PARK AND CAMPING
RESORT, INC.
FRONTIER CITY PROPERTIES, INC.
FUNTIME, INC.
FUNTIME PARKS, INC.
GREAT ESCAPE HOLDING INC.
GREAT ESCAPE LLC
GREAT ESCAPE THEME PARK LLC
INDIANA PARKS, INC.
KKI, LLC
OHIO CAMPGROUNDS INC.
OHIO HOTEL LLC
PARK MANAGEMENT CORP.
PREMIER INTERNATIONAL HOLDINGS INC.
PREMIER PARKS HOLDINGS INC.
PREMIER PARKS OF COLORADO INC.
PREMIER WATERWORLD CONCORD INC.
PREMIER WATERWORLD SACRAMENTO
INC.
RIVERSIDE PARK ENTERPRISES, INC.
RIVERSIDE PARK FOOD SERVICES, INC.
STUART AMUSEMENT COMPANY
TIERCO MARYLAND, INC.
TIERCO WATER PARK, INC.
WYANDOT LAKE, INC.
SFTP INC.
SFTP SAN ANTONIO GP, INC.
SFTP SAN ANTONIO, INC.
SAN ANTONIO PARK GP, LLC
SFTP SAN ANTONIO II, INC.
FIESTA TEXAS, INC.

By: _____

Name: _____

Title: _____

SF SPLASHTOWN INC.
SF SPLASHTOWN GP INC.
SIX FLAGS EVENTS INC.
SIX FLAGS EVENTS HOLDING CORP.
SIX FLAGS SERVICES, INC.
SIX FLAGS SERVICES OF ILLINOIS, INC.
SIX FLAGS SERVICES OF MISSOURI, INC.
SIX FLAGS SERVICES OF TEXAS, INC.

By: _____

Name: *James M. Coughlin*
Title: *VP*

ELITCH GARDENS L.P.

By: Premier Parks of Colorado Inc.,
its General Partner

By: _____

Name: *James M. Coughlin*
Title: *VP*

FRONTIER CITY PARTNERS LIMITED
PARTNERSHIP

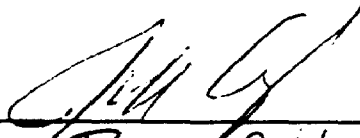
By: Frontier City Properties, Inc.,
its General Partner

By: _____

Name: *James M. Coughlin*
Title: *VP*

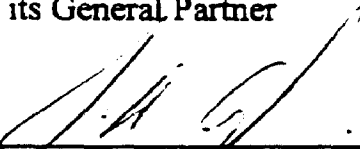
SF PARTNERSHIP

By: Six Flags Theme Parks Inc.,
its General Partner

By: 
Name: James M. Caglieri
Title: VP

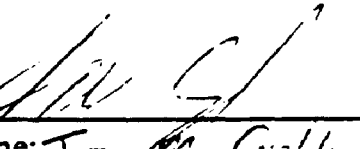
SIX FLAGS SAN ANTONIO, L.P.

By: SFTP San Antonio GP, Inc.,
its General Partner

By: 
Name: James M. Caglieri
Title: VP

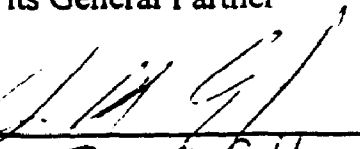
SIX FLAGS SPLASHTOWN L.P.

By: SF Splashtown GP Inc.,
its General Partner

By: 
Name: James M. Caglieri
Title: VP

SIX FLAGS EVENTS L.P.

By: Six Flags Events Inc.,
its General Partner

By: 
Name: James M. Caglieri
Title: VP

SAN ANTONIO THEME PARK, L.P.

By: San Antonio Park GP, LLC,
its General Partner

By: _____

Name: *James M. Coughlin*
Title: *VP*

By: Six Flags San Antonio, L.P.,
its General Partner

By: SFTP San Antonio GP, Inc,
its General Partner

By: _____

Name: *James M. Coughlin*
Title: *VP*

Supplement to Schedule 1

Supplement to Schedule 2

Supplement to Schedule 3

Supplement to Schedule 4

Supplement to Schedule 5

Supplement to Schedule 6

ASSUMPTION AGREEMENT, dated as of _____, made by _____, a _____ corporation (the "Additional Grantor"), in favor of LEHMAN COMMERCIAL PAPER INC., as administrative agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions (the "Lenders") parties to the Credit Agreement referred to below. All capitalized terms not defined herein shall have the meaning ascribed to them in such Credit Agreement.

WITNESSETH:

WHEREAS, Premier Parks Inc., Premier Parks Operations Inc., Six Flags Theme Parks Inc., the Lenders, the Administrative Agent and others have entered into a Credit Agreement, dated as of November 5, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, Holdings and certain of its Affiliates (other than the Additional Grantor) have entered into the Guarantee and Collateral Agreement, dated as of November 5, 1999 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") in favor of the Administrative Agent for the benefit of the Lenders;

WHEREAS, the Credit Agreement requires the Additional Grantor to become a party to the Guarantee and Collateral Agreement; and

WHEREAS, the Additional Grantor has agreed to execute and deliver this Assumption Agreement in order to become a party to the Guarantee and Collateral Agreement;

NOW, THEREFORE, IT IS AGREED:

1. Guarantee and Collateral Agreement. By executing and delivering this Assumption Agreement, the Additional Grantor, as provided in Section 8.14 of the Guarantee and Collateral Agreement, hereby becomes a party to the Guarantee and Collateral Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Grantor thereunder, including, without limitation, the grant, assignment and transfer to the Administrative Agent, for the ratable benefit of the Lenders, of a security interest in the Collateral now owned or at anytime hereafter acquired by the Additional Grantor, as provided in Section 3 of the Guarantee and Collateral Agreement. The information set forth in Annex 1-A hereto is hereby added to the information set forth in the Schedules to the Guarantee and Collateral Agreement. The Additional Grantor hereby represents and warrants that each of

the representations and warranties contained in Section 4 of the Guarantee and Collateral Agreement is true and correct on and as the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date.

2. Governing Law. THIS ASSUMPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

[ADDITIONAL GRANTOR]

By: _____

Name:

Title:

f 1000 2

ACKNOWLEDGMENT AND CONSENT

_____, a _____ corporation (the "Issuer"), hereby acknowledges receipt of a copy of the Guarantee and Collateral Agreement, dated as of November 5, 1999 (the "Agreement"), made by the Grantors parties thereto for the benefit of Lehman Commercial Paper Inc., as Administrative Agent. Issuer agrees for the benefit of the Administrative Agent and the Lenders as follows:

1. Issuer will be bound by the terms of the Agreement and will comply with such terms insofar as such terms are applicable to the Issuer.

2. Issuer will notify the Administrative Agent promptly in writing of the occurrence of any of the events described in Section 5.5(a) of the Agreement.

3. The terms of Sections 5.5(d), 6.3(c) and 6.7 of the Agreement shall apply to it, mutatis mutandis, with respect to all actions that may be required of it, and all prohibited actions, pursuant to Section 5.5(d), 6.3(c) or 6.7 of the Agreement.

IN WITNESS WHEREOF, the Issuer has caused this Acknowledgment and Consent to be duly executed and delivered by its proper and duly authorized officer as of the ____ day of _____, ____.

[NAME OF ISSUER]

By _____

Name:

Title:

Address for Notices:

Fax:

**SCHEDULES 1-5
HAVE BEEN REDACTED**

SCHEDULE 6
To
Guarantee and Collateral Agreement
made by, Among Others,
SIX FLAGS THEME PARKS INC and
LEHMAN COMMERCIAL PAPER INC., as ADMINISTRATIVE AGENT

COPYRIGHTS, PATENTS AND TRADEMARKS AND ALL LICENSES THEREFOR

The following lists all material Intellectual Property owned by Holdings and its direct and indirect Subsidiaries:

- A. List of Trade Names, Trademarks, Service Marks, Trademark and Service Mark Registrations and Applications for Trademark and Service Mark Registrations:
- 1 For Premier Parks Operations Inc. and its direct and indirect Subsidiaries: See Exhibit A attached hereto and made a part hereof
 2. For Six Flags Theme Parks Inc. and its direct and indirect Subsidiaries: See Exhibit B attached hereto and made a part hereof
- B. List of License Agreements pursuant to which Grantor is the licensor or franchisor:
1. Assignment dated March 24, 1995 of U.S. application Serial No. 74/607,148 for the mark FUNTRICITY from Six Flags Theme Parks Inc. to Funtricity Family Entertainment Parks Inc.
 2. Trademark and Trade Name License Agreement dated March 17, 1998 between Six Flags Theme Parks Inc. and Northeast Washington Rural Resources Development Corporation
 3. Trademark and Trade Name License Agreement dated March 27, 1998 between Six Flags Theme Parks Inc. and Read to Succeed, Inc.
 4. Trademark and Trade Name License Agreement dated April 6, 1998 between Six Flags Theme Parks Inc. and The Ackerly Media Group Inc., d/b/a Full House Sports and Entertainment
 5. Trademark and Trade Name License Agreement (April 1998) between Six Flags Theme Parks Inc. and Texas Department of Transportation
 6. Deed of Substitution dated February 15, 1999 between Muz Clothing CC and Six Flags Theme Parks Inc.
 7. Trademark License Agreement (June 9, 1999) between Six Flags Theme Parks Inc. and Playcenter S.A.

¹. Subject to revision to include additional information.

EXHIBIT A

FILE# COMPUTER# COUNTRY	TRADEMARK OWNER	SERIAL NUMBER FILING DATE	REG. NUMBER REG. DATE	STATUS	CLASS GOODS
T/3261-2 3261-0002 UNITED STATES	PREMIER PARKS AND P Design Premier Parks Inc.	75/532,977 08/07/98		PENDING	41 Entertainment services in the nature of amusement and theme park services
T/3261-3 3261-0003 UNITED STATES	AMERICA'S FAVORITE THRILLS Premier Parks Inc.	75/596,149 11/19/98		PENDING	41 Entertainment services in the nature of amusement and theme park services
T/3261-4 ITU 3261-0004 UNITED STATES	SUPERPARK Premier Parks Inc.	75/722,923 06/07/99		PENDING	41 Entertainment services in the nature of amusement and theme park services
T/3261-5 3261-0005 UNITED STATES	MIND ERASER Premier Parks Inc.	75/758,054 07/22/99		PENDING	41 Entertainment services in the nature of amusement and theme park rides and services

EXHIBIT B

053113-1215-08332-999EDFWD-OTH

TRADEMARK
REEL: 002263 FRAME: 0943

#810

FILE#	TRADEMARK	SERIAL NUMBER	REG. NUMBER	STATUS	CLASS
COMPUTER#	OWNER	FILING DATE	REG. DATE		GOODS
COUNTRY					
3262-294	SIX FLAGS	712,429	712,429	REGISTERED	41
3262-0294	Six Flags Theme Parks, Inc.	07/09/96	07/09/96		Entertainment services in the nature of amusements and theme parks; providing of amusement and theme park rides and services; water park ride services; live shows and concerts featuring music, dance, comedy, magicia sporting exhibitions; and providing batting cages, miniature golf course
AUSTRALIA					
T/3262-295	SIX FLAGS	819438952		PENDING	41
3262-0295	Six Flags Theme Parks Inc.	08/30/96			Entertainment services, namely, providing amusement and theme park rides and services; water park rides and services; live shows and concerts feat music, dance, comedy, magicians and sporting exhibitions; and providing b cages, miniature golf courses, sports and game facilities, video game arc
BRAZIL					
T/3262-296	SIX FLAGS	781,577	TMA476,089	REGISTERED	30
3262-0296	Six Flags Theme Parks Inc.	04/28/95	05/12/97		Hamburger and cheeseburger sandwiches, cookies, popped popcorn and ice cream
CANADA					
T/3262-296	SIX FLAGS	781,577	TMA476,089	REGISTERED	41
3262-0296	Six Flags Theme Parks Inc.	04/28/95	05/12/97		Operating of amusement parks which include various indoor and outdoor entertainment and recreational facilities
CANADA					
T/3262-296	SIX FLAGS	781,577	TMA476,089	REGISTERED	42
3262-0296	Six Flags Theme Parks Inc.	04/28/95	05/12/97		Restaurant services
CANADA					
T/3262-296	SIX FLAGS	781,577	TMA476,089	REGISTERED	6
3262-0296	Six Flags Theme Parks Inc.	04/28/95	05/12/97		Souvenir items, namely, key rings and chains; tableware, namely mugs, drinking glasses, bowls, spoons and shot glasses; decorated pencils, pens playing cards, paper weights, desk calendars and address books; purses, p wallets and whips; decorated glass, ceramic, wooden, plastic and non-prec
CANADA					

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FILE# COMPUTER# COUNTRY	TRADEMARK OWNER	SERIAL NUMBER FILING DATE	REG. NUMBER REG. DATE	STATUS	CLASS GOODS
T/3262-297	SIX FLAGS	960083525	1109913	REGISTERED	41
3262-0297	Six Flags Theme Parks Inc.	07/18/96	09/27/97		Entertainment services, namely providing amusement and theme park rides and services; water park rides and services; live shows and concerts featuring music, dance, comedy, magicians and sporting exhibitions, and batting cages; miniature golf courses, sports and game facilities, video game arcades and
CHINA					
T/3262-298	SIX FLAGS	4899/82	2109/83	REGISTERED	41
3262-0298	Six Flags Theme Parks Inc.	11/01/82	07/08/83		Operating of amusement parks which include various indoor and outdoor entertainment and recreational facilities
DENMARK					
T/3262-299	SIX FLAGS	346403	346403	REGISTERED	41
3262-0299	Six Flags Theme Parks Inc.	07/19/96	07/19/96		Entertainment services, namely providing amusement and theme park rides and services; water park rides and services; live shows and concerts featuring music, dance, comedy, magicians and sporting exhibitions; and providing batting cages, miniature golf courses, sports and game facilities, video game arcades, and
EUROPEAN UNION					
T/3262-300	SIX FLAGS	656,948	1.229.150	REGISTERED	41
3262-0300	Six Flags Theme Parks Inc.	03/04/83	03/04/83		entertainment services, namely providing amusement and theme park rides and services; water park rides and services; live shows and concerts featuring music, dance, comedy, magicians and sporting exhibitions; and providing batting cages, miniature golf courses, sports and game facilities, video game arcades, and
FRANCE					
T/3262-301	SIX FLAGS	S38142/41WZ	1051466	REGISTERED	41
3262-0301	Six Flags Theme Parks Inc.	10/28/82	10/28/82		Entertainment services in the nature of amusements and theme parks; providing of amusement and theme park rides and services; water park rides and services; live shows and concerts featuring music, dance, comedy, magicians and sporting exhibitions; and providing batting cages, miniature golf courses, sports and game facilities, video game arcades, and
GERMANY					
T/3262-302	MAGIC MOUNTAIN	4638/83	1840141	REGISTERED	9
3262-0302	Six Flags Theme Park, Inc.	01/24/83	02/28/86		Amusement park use machine and instruments and other goods falling under
JAPAN					

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FILE#	COMPUTER#	COUNTRY	TRADEMARK OWNER	SERIAL NUMBER FILING DATE	REG. NUMBER REG. DATE	STATUS	CLASS GOODS
T/3262-103	3262-0303	JAPAN	MAGIC MOUNTAIN Six Flags Theme Parks Inc.	28811/96 03/21/96	4095914 12/19/97	REGISTERED	41 Providing amusement facilities, planning/management of movies/performance of shows/play music (concerts), presentation of live show performance, di performance of plays, presentation of musical performance, providing spor facilities
JP T/3262-305	3262-0305	JAPAN	SIX FLAGS Six Flags Theme Parks, Inc.	004637/83 01/24/83	1840140 02/28/86	REGISTERED	9 Amusement park use machine and instruments and other goods falling under this class
T/3262-104	3262-0304	JAPAN	SIX FLAGS Six Flags Theme Parks Inc.	28810/96 03/21/96	4095913 12/19/97	REGISTERED	41 Providing amusement facilities, planning/management of movies/performance of shows/plays/music (concerts), presentation of live show performance o presentation of musical performance, providing sports facilities
MX T/3262-306	3262-0306	MEXICO	SIX FLAGS Six Flags Theme Parks, Inc.	260657 04/23/96		PENDING	41 Entertainment services, namely amusement parks and amusement park rides
T/3262-46	3262-0046	SOUTH KOREA	SIX FLAGS Six Flags Theme Parks Inc.	8266/1996 07/09/96	42805 06/18/98	REGISTERED	112 Entertainment services, namely providing amusement and theme park rides and services; water park rides and services; live shows and concerts feat music, dance, comedy, magicians and sporting exhibitions; and providing b cages, miniature golf courses, sports and game facilities, video game area
ES T/3262-307	3262-0307	SPAIN	SIX FLAGS Six Flags Theme Park, Inc.	1518359 09/05/89	1518359 09/05/89	REGISTERED	29 Meat, fish, poultry and game; meat extrat; preserved, dried and cooked fruits and vegetables; jellies, jams; eggs milk and other dairy products; oils and fats; preserves, pickles

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FILE# COMPUTER# COUNTRY	TRADEMARK OWNER	SERIAL NUMBER FILING DATE	REG. NUMBER REG. DATE	STATUS	CLASS GOODS
ES T/3262-311 3262-0311 SPAIN	SIX FLAGS Six Flags Theme Park, Inc.	2040916 07/22/96	2040916 02/05/97	REGISTERED	41 Amusement park services
ES T/3262-309 3262-0309 SPAIN	SIX FLAGS Six Flags Theme Parks, Inc.	1518361 09/05/89	1518361 09/05/89	REGISTERED	29 Meat, poultry and game; meat extracts; preserved, dried and cooked fruits and vegetables; jellies, jams; eggs; milk products; edible oils and fats dressings; preserves
ES T/3262-308 3262-0308 SPAIN	SIX FLAGS THEME PARKS, INC. Six Flags Theme Park, Inc.	1518360 09/05/89	1518360 09/05/89	REGISTERED	30 Coffee, tea, cocoa, sugar, rice, tapioca, sago, coffee substitutes; flour and preparations made from cereals; bread, biscuits, cakes, pastry and confectionery, ices; honey, treacle; yeast, baking powder; salt, mustard; pepper ar, sauces, spices; ice
TW T/3262-310 3262-0310 TAIWAN	SIX FLAGS Six Flags Theme Parks, Inc.	85034413 07/11/96	91036 05/16/97	REGISTERED	41 Entertainment services, namely, providing amusement and theme park rides and services; water park rides and services; live shows and concerts featuring music, dance, comedy, magicians and sporting exhibitions; and providing batting cages, miniature golf courses, sports and game facilities, video
T/3262-265 3262-0265 U.S. (CALIFORNIA)	BLOOP and Design Six Flags Theme Parks Inc.		2,454 03/09/92	REGISTERED	Theme ride amusement park
T/3262-264 3262-0264 U.S. (CALIFORNIA)	BLEEP and Design Fiesta Texas Inc.		2,453 03/09/92	REGISTERED	Theme ride amusement park

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FILE# COMPUTER# COUNTRY	TRADEMARK OWNER	SERIAL NUMBER FILING DATE	REG. NUMBER REG. DATE	STATUS	CLASS GOODS
T/3262-273 3262-0273 U.S. (CALIFORNIA)	SIX FLAGS MAGIC MOUNTAIN (STYL Six Flags Theme Parks Inc.		38,419 04/23/91	REGISTERED	Amusement park services
T/3262-272 3262-0272 U.S. (CALIFORNIA)	REVOLUTION Six Flags Theme Parks Inc.		29,928 07/22/87	REGISTERED	Amusement park coaster ride
T/3262-271 3262-0271 U.S. (CALIFORNIA)	MAGIC MOUNTAIN (STYLIZED LETTE Six Flags Theme Parks Inc.		3,737 08/13/75	REGISTERED	Amusement park services
T/3262-237 3262-0237 U.S. (GEORGIA)	FRIGHT NIGHTS Six Flags Theme Parks Inc.		511,150 10/02/91	REGISTERED	Entertainment services in the nature of a public halloween type event
T/3262-249 3262-0249 U.S. (GEORGIA)	SIX FLAGS OVER GEORGIA and Des Six Flags Theme Parks Inc.		52,490 09/21/66	REGISTERED	Ownership, management and operation of parks, facilities and programs for entertainment, amusement and recreation
T/3262-250 3262-0250 U.S. (GEORGIA)	SIX FLAGS OVER GEORGIA and Des Six Flags Theme Parks Inc.		51,559 04/06/76	REGISTERED	Services related to the operation of an amusement park

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FILE#	COMPUTER#	COUNTRY	TRADEMARK	OWNER	SERIAL NUMBER	FILING DATE	REG. NUMBER	REG. DATE	STATUS	CLASS	GOODS
T/3262-240		U.S. (GEORGIA)	SIX FLAGS and Design	Six Flags Theme Parks Inc.	82,489	09/21/66			REGISTERED		Ownership, management and operation of parks, facilities and programs for entertainment, amusement and recreation
3262-0248											
T/3262-251		U.S. (GEORGIA)	SIX FLAGS OVER GEORGIA and Des	Six Flags Theme Parks Inc.	51,565	04/06/76			REGISTERED		Services related to the operation of an amusement park
3262-0251											
T/3262-269		U.S. (ILLINOIS)	FRIGHT NIGHTS	Six Flags Theme Parks Inc.	69,023	08/12/91			REGISTERED		Entertainment services in the nature of a public halloween type event
3262-0269											
T/3262-267		U.S. (MISSOURI)	FRIGHT NIGHTS	Six Flags Theme Parks Inc.	811,601	09/05/91			REGISTERED		Entertainment services in the nature of a public halloween-type event
3262-0267											
T/3262-314		U.S. (NEW JERSEY)	GREAT ADVENTURE	Six Flags Theme Parks Inc.	431	09/28/76			REGISTERED		Food and beverage services
3262-0314											
T/3262-313		U.S. (NEW JERSEY)	GREAT ADVENTURE	Six Flags Theme Parks Inc.	333	09/28/76			REGISTERED		Amusement park
3262-0313											

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FILE#	TRADEMARK	SERIAL NUMBER	REG. NUMBER	STATUS	CLASS
COMPUTER#	OWNER	FILING DATE	REG. DATE		GOODS
COUNTRY					
T/3262-316	TEXAS CYCLONE and Design		37,141	REGISTERED	Education and entertainment
3262-0316	Six Flags Theme Parks Inc.		03/24/80		
U.S. (TEXAS)					
T/3262-238	SIX FLAGS		49,123	REGISTERED	Ashtrays, lighters and pipes
3262-0238	Six Flags Theme Parks Inc.		03/13/61		
U.S. (TEXAS)					
T/3262-283	SIX FLAGS OVER TEXAS and Design		49,122	REGISTERED	Games, toys and sporting goods
3262-0283	Six Flags Theme Parks Inc.		03/13/61		
U.S. (TEXAS)					
T/3262-282	SIX FLAGS OVER TEXAS (STYLIZED)		49,119	REGISTERED	Hot dogs hamburgers foods
3262-0282	Six Flags Theme Parks Inc.		03/13/61		
U.S. (TEXAS)					
T/3262-281	SIX FLAGS OVER TEXAS AND DESIGN		49,118	REGISTERED	Sweatshirts, t-shirts and other shirts
3262-0281	Six Flags Theme Parks Inc.		03/13/61		
U.S. (TEXAS)					
T/3262-280	SIX FLAGS OVER TEXAS (STYLIZED)		49,117	REGISTERED	Brochures decals stickers
3262-0280	Six Flags Theme Parks Inc.		03/13/61		
U.S. (TEXAS)					

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FILE# COMPUTER# COUNTRY	TRADEMARK OWNER	SERIAL NUMBER FILING DATE	REG. NUMBER REG. DATE	STATUS	CLASS GOODS
T/3262-279 3262-0279 U.S. (TEXAS)	SIX FLAGS OVER TEXAS AND DESIG Six Flags Theme Parks Inc.		49,116 03/13/61	REGISTERED	Stationery address books photograph and etc.
T/3262-278 3262-0278 U.S. (TEXAS)	SIX FLAGS OVER TEXAS AND DESIG Six Flags Theme Parks Inc.		49,115 03/13/61	REGISTERED	Glasses coasters and cups
T/3262-277 3262-0277 U.S. (TEXAS)	SIX FLAGS OVER TEXAS Six Flags Theme Parks Inc.		49,114 03/13/61	REGISTERED	Plates, spoon rest dishes cups, saucers bowls etc.
T/3262-276 3262-0276 U.S. (TEXAS)	SIX FLAGS OVER TEXAS Six Flags Theme Parks Inc.		49,113 03/13/61	REGISTERED	Bracelets rings pins tie clips charms and etc
T/3262-275 3262-0275 U.S. (TEXAS)	SIX FLAGS OVER TEXAS Six Flags Theme Parks Inc.		49,111 03/31/61	REGISTERED	Ashtrays, lighters and pipes
T/3262-274 3262-0274 U.S. (TEXAS)	SIX FLAGS OVER TEXAS Six Flags Theme Parks Inc.		22,656 03/13/61	REGISTERED	Baggage, animal equipments, portfolios and pocketbooks

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FILE#	COMPUTER#	COUNTRY	TRADEMARK	OWNER	SERIAL NUMBER	FILING DATE	REG. NUMBER	REG. DATE	STATUS	CLASS	GOODS
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T/3262-270		U.S. (TEXAS)	SIX FLAGS (STYLIZED LETTERS)	Six Flags Theme Parks Inc.			22,657	03/13/61	REGISTERED		Baggage, animal equipments, portfolios and pocketbooks
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T/3262-268		U.S. (TEXAS)	FRIGHT NIGHTS (STYLIZED LETTER)	Six Flags Theme Parks Inc.			51,197	08/09/91	REGISTERED		Entertainment services in the nature of a public halloween type event
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T/3262-266		U.S. (TEXAS)	THE ENTERTAINMENT CAPITAL OF T	Six Flags Theme Parks Inc.			49,803	11/08/89	REGISTERED		Amusement park services
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T/3262-256		U.S. (TEXAS)	SIX FLAGS TEXAS (STYLIZED LET	Six Flags Theme Parks Inc.			49,133	03/13/61	REGISTERED		Soft drinks sales
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T/3262-255		U.S. (TEXAS)	SIX FLAGS OVER TEXAS and Desig	Six Flags Theme Parks Inc.			49,120	03/08/61	REGISTERED		Tape measures, binoculars, telescopes, water globes, flutes, combs, back scratchers, badges, pennants, sewing kits, compasses, kaleidoscopes, paddles, kits, emblems, bookcovers, holders, gavel, fans, tv viewers, c whips
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T/3262-254		U.S. (TEXAS)	SIX FLAGS OVER TEXAS and Desig	Six Flags Theme Parks Inc.			49,129	03/13/61	REGISTERED		Prints and publications
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FILE# COMPUTER# COUNTRY	TRADEMARK OWNER	SERIAL NUMBER FILING DATE	REG. NUMBER REG. DATE	STATUS	CLASS GOODS
T/3262-253 3262-0253 U.S. (TEXAS)	SF SIX FLAGS TEXAS AND DESIGN Six Flags Theme Parks Inc.		49,130 03/08/61	REGISTERED	Sweatshirts, t-shirts, etc.
T/3262-252 3262-0252 U.S. (TEXAS)	SIX FLAGS OVER TEXAS (Stylized) Six Flags Theme Parks Inc.		49,121 03/13/61	REGISTERED	Soft drinks sales
T/3262-247 3262-0247 U.S. (TEXAS)	SIX FLAGS OVER TEXAS (Stylized) Six Flags Theme Parks Inc.		49,112 03/16/61	REGISTERED	Management of parks facilities and programs etc.
T/3262-246 3262-0246 U.S. (TEXAS)	SIX FLAGS and Design Six Flags Theme Parks Inc.		49,132 03/08/61	REGISTERED	Tape measures, binoculars, telescopes, water globes, combs, etc.
T/3262-245 3262-0245 U.S. (TEXAS)	SIX FLAGS and Design Six Flags Theme Parks Inc.		49,125 03/13/61	REGISTERED	Bracelets, rings, tie clips, charms
T/3262-244 3262-0244 U.S. (TEXAS)	SIX FLAGS (Stylized Letters) Six Flags Theme Parks Inc.		49,134 03/13/61	REGISTERED	Balloons, balls, dolls, puzzles and yo-yos

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FILE#	COMPUTER#	COUNTRY	TRADEMARK	OWNER	SERIAL NUMBER	FILING DATE	REG. NUMBER	REG. DATE	STATUS	CLASS	GOODS
T/3262-243			SIX FLAGS (Stylized Letters)				49,127	03/13/61	REGISTERED		Glasses, coatere and cups
3262-0243		U.S. (TEXAS)	Six Flags Theme Parks Inc.								
T/3262-242			SIX FLAGS (Stylized Letters)				49,126	03/13/61	REGISTERED		Plates, spoons, rest, dishes, cups, saucere, bowls, mugs, etc.
3262-0242		U.S. (TEXAS)	Six Flags Theme Parks Inc.								
T/3262-241			SIX FLAGS				49,131	03/13/61	REGISTERED		Hot dogs, hamburger fods
3262-0241		U.S. (TEXAS)	Six Flags Theme Parks Inc.								
T/3262-240			SIX FLAGS (Stylized Letter)				49,128	03/13/61	REGISTERED		Stationery, address books, photograph albums, coloring books
3262-0240		U.S. (TEXAS)	Six Flags Theme Parks Inc.								
T/3262-239			SIX FLAGS				49,124	03/08/61	REGISTERED		Operating parks facilities and programs for amusement etc
3262-0239		U.S. (TEXAS)	Six Flags Theme Parks Inc.								
T/3262-312			SIX FLAGS				1407055	12/04/89	REGISTERED	41	Education and entertainment services
3262-0312		UNITED KINGDOM	Six Flags Theme Parks, Inc.								

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FILE#	COMPUTER#	COUNTRY	TRADEMARK	OWNER	SERIAL NUMBER	FILING DATE	REG. NUMBER	REG. DATE	STATUS	CLASS	GOODS
T/3262-167		UNITED STATES	SIX FLAGS ASTROWORLD	Six Flags Theme Parks Inc.	74/672,942	05/12/95	1,968,443	04/16/96	REGISTERED	41	Amusement and theme parks; entertainment in the nature of amusement and theme park rides; live concerts featuring music, dance, comedy, magicians sporting exhibitions
T/3262-163		UNITED STATES	SIX FLAGS OVER MID-AMERICA	Six Flags Theme Parks Inc.	74/672,947	05/12/95	1,968,447	04/16/96	REGISTERED	41	Amusement and theme parks; entertainment in the nature of amusement and theme park rides; live concerts featuring music, dance, comedy, magicians sporting exhibitions
T/3262-159		UNITED STATES	SIX FLAGS ST. LOUIS	Six Flags Theme Parks Inc.	74/697,120	07/03/95	1,979,723	06/11/96	REGISTERED	41	Amusement and theme park rides and services; and live concerts featuring music, dance, comedy, magicians and sporting exhibitions
T/3262-158		UNITED STATES	SIX FLAGS OVER TEXAS	Six Flags Theme Parks Inc.	74/672,949	05/12/95	1,969,920	04/23/96	REGISTERED	41	Amusement and theme parks; entertainment in the nature of amusement and theme park rides; live concerts featuring music, dance, comedy, magicians sporting exhibitions
T/3262-153		UNITED STATES	LICENSE TO GRILL	Six Flags Theme Parks Inc.	75/462,378	04/06/98			PENDING	41	Entertainment services in the nature of amusement and theme park rides, water park rides and services, live concerts featuring music, dance, come magicians and sporting exhibitions; providing information regarding progr and information regarding the schedule of events in amusement theme parks
T/3262-160		UNITED STATES	SIX FLAGS THEME PARKS and Deal	Six Flags Theme Parks Inc.	75/077,564	03/25/96	2,029,037	01/07/97	REGISTERED	25	Clothing, namely, shirts, pants, t-shirts, sweat shirts, sweat pants, shorts, socks, jackets, ties, dresses, underwear, hats and bandanas

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FILE#	COMPUTER#	COUNTRY	TRADEMARK OWNER	SERIAL NUMBER FILING DATE	REG. NUMBER REG. DATE	STATUS	CLASS GOODS
T/3262-169			SIX FLAGS	73/235,416	1,151,850	REGISTERED	30
3262-0168			Six Flags Theme Parks Inc.	10/16/79	04/21/81		Hamburger and cheeseburger sandwiches, cookies, popped popcorn, and ice cream
UNITED STATES							
T/3262-169			SIX FLAGS	73/056,430	1,049,376	REGISTERED	16
3262-0169			Six Flags Theme Parks Inc.	06/30/75	10/05/76		Souvenir items-namely, decorated pencil pens, playing cards, paper weights, desk calendars, and address books
UNITED STATES							
T/3262-169			SIX FLAGS	73/056,430	1,049,376	REGISTERED	18
3262-0169			Six Flags Theme Parks Inc.	06/30/75	10/05/76		Souvenir items-namely, purses, pocket wallets, and whips
UNITED STATES							
T/3262-169			SIX FLAGS	73/056,430	1,049,376	REGISTERED	21
3262-0169			Six Flags Theme Parks Inc.	06/30/75	10/05/76		Souvenir items-namely, decorated glass, ceramic, wooden, plastic, and non-precious metal, salt and pepper shakers; drinking glasses, cups, mugs candy dishes; toothpick holders; decorative table plates; metal trays for articles; scratching brushes; plastic coasters for drinking glasses; napk
UNITED STATES							
T/3262-169			SIX FLAGS	73/056,430	1,049,376	REGISTERED	25
3262-0169			Six Flags Theme Parks Inc.	06/30/75	10/05/76		Souvenir items-namely, men's, women's, and children's shirts, children's underpants, and headgear for wear
UNITED STATES							
T/3262-169			SIX FLAGS	73/056,430	1,049,376	REGISTERED	28
3262-0169			Six Flags Theme Parks Inc.	06/30/75	10/05/76		souvenir items-namely, toys, musical toys, mechanical toys, miniature tea sets, and toy binoculars
UNITED STATES							

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FILE#	COMPUTER#	TRADEMARK	OWNER	SERIAL NUMBER	FILING DATE	REG. NUMBER	REG. DATE	STATUS	CLASS
T/3262-169	3262-0169	SIX FLAGS	Six Flags Theme Parks Inc.	73/056,430	06/30/75	1,049,376	10/05/76	REGISTERED	34
souvenir items-namely, ceramic, glass, and non-precious metal ash trays for smokers; corncob pipes and cigars									
UNITED STATES									
T/3262-169	3262-0169	SIX FLAGS	Six Flags Theme Parks Inc.	73/056,430	06/30/75	1,049,376	10/05/76	REGISTERED	6
Souvenir items-namely, key rings and chain									
UNITED STATES									
T/3262-169	3262-0169	SIX FLAGS	Six Flags Theme Parks Inc.	73/056,430	06/30/75	1,049,376	10/05/76	REGISTERED	8
Souvenir items-namely, tableware and tool sets									
UNITED STATES									
T/3262-170	3262-0170	SIX FLAGS	Six Flags Theme Parks Inc.	72/254,446	09/14/66	853,408	07/23/68	REGISTERED	41
Operating of amusement parks which include various indoor and outdoor entertainment and recreational facilities									
UNITED STATES									
T/3262-171	3262-0171	SILVER STAR	Six Flags Theme Parks Inc.	73/722,640	04/15/88	1,515,882	12/06/88	REGISTERED	41
Entertainment services in the nature of an amusement park ride									
UNITED STATES									
T/3262-172	3262-0172	SIERRA FALLS	Six Flags Theme Parks Inc.	74/430,479	08/30/93	1,845,955	07/19/94	REGISTERED	41
Entertainment services in the nature of an amusement park ride									
UNITED STATES									

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FILE#	TRADEMARK OWNER	SERIAL NUMBER FILING DATE	REG. NUMBER REG. DATE	STATUS	CLASS GOODS
T/3262-173	SIERRA FALLS and Design	74/435,602	1,845,962	REGISTERED	41
3262-0173	Six Flags Theme Parks Inc.	09/15/93	07/19/94		Entertainment services in the nature of an amusement park ride
UNITED STATES					
T/3262-174	SHOCKWAVE and Design	73/730,765	1,519,284	REGISTERED	41
3262-0174	Six Flags Theme Parks Inc.	05/25/88	01/03/89		Entertainment services in the nature of an amusement park ride
UNITED STATES					
T/3262-175	SO BIG SO FAST SO CLOSE SO COOL	75/288,726	2,218,240	REGISTERED	41
3262-0175	Six Flags Theme Parks Inc.	05/08/97	01/19/99		Entertainment services in the nature of amusement and theme parks and providing amusement park rides
UNITED STATES					
T/3262-176	SO BIG. SO FAST. SO CLOSE TO H	75/041,966	2,022,110	REGISTERED	41
3262-0176	Six Flags Theme Parks Inc.	01/11/96	12/10/96		Entertainment services in the nature of amusement and theme parks and amusement park rides; water parks and water park rides; and live concerts featuring music, dance, comedy, magicians and sporting exhibitions
UNITED STATES					
T/3262-178	SOUTHERN STAR	74/400,187	1,863,997	REGISTERED	41
3262-0178	Six Flags Theme Parks Inc.	06/09/93	11/22/94		Providing facilities for plays and concerts
UNITED STATES					
T/3262-179	SNAKE CHUTE	74/171,001	1,705,513	REGISTERED	41
3262-0179	Six Flags Theme Parks Inc.	05/28/91	08/04/92		Entertainment in the nature of amusement park ride services
UNITED STATES					

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FILE#	TRADEMARK	SERIAL NUMBER	REG. NUMBER	STATUS	CLASS
COMPUTER#	OWNER	FILING DATE	REG. DATE		GOODS
COUNTRY					
T/3262-177	SO BIG...SO FAST...SO CLOSE	75/137,259	2,071,823	REGISTERED	41
3262-0177	Six Flags Theme Parks Inc.	07/22/96	06/17/97		Entertainment services in the nature of amusement and theme parks and amusement park rides; water parks and water park rides; and live concerts featuring music, dance, comedy, magicians and sporting exhibitions
UNITED STATES					
T/3262-201	THE VIPER and Design	73/800,454	1,576,935	REGISTERED	41
3262-0201	Six Flags Theme Parks Inc.	05/15/89	01/09/90		Entertainment services in the nature of an amusement park ride
UNITED STATES					
T/3262-202	THE VIPER	73/801,042	1,576,941	REGISTERED	41
3262-0202	Six Flags Theme Parks Inc.	05/17/89	01/09/90		Entertainment services in the nature of an amusement park ride
UNITED STATES					
T/3262-200	THRILL SEEKERS	74/672,837	1,960,455	REGISTERED	16
3262-0200	Six Flags Theme Parks Inc.	05/12/95	03/05/96		Postcards and jigsaw puzzles
UNITED STATES					
T/3262-200	THRILL SEEKERS	74/672,837	1,960,455	REGISTERED	21
3262-0200	Six Flags Theme Parks Inc.	05/12/95	03/05/96		Glass beverageware
UNITED STATES					
T/3262-200	THRILL SEEKERS	74/672,837	1,960,455	REGISTERED	25
3262-0200	Six Flags Theme Parks Inc.	05/12/95	03/05/96		Clothing, namely shirts and hats
UNITED STATES					

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FILE#	COMPUTER#	COUNTRY	TRADEMARK	OWNER	SERIAL NUMBER	FILING DATE	REG. NUMBER	REG. DATE	STATUS	CLASS
T/3262-206		UNITED STATES	THE TEXAS GIANT	Six Flags Theme Parks Inc.	74/007,364	12/04/89	1,979,928	06/11/96	REGISTERED	41
3262-0206										Amusement park ride services

T/3262-207		UNITED STATES	THE TEXAS GIANT and Design	Six Flags Theme Parks Inc.	74/000,499	11/16/89	1,993,707	08/13/96	REGISTERED	41
3262-0207										Amusement park ride services

T/3262-208		UNITED STATES	THE SWORD AND CROWN	Six Flags Theme Parks Inc.	74/545,222	06/29/94	1,913,971	08/22/95	REGISTERED	42
3262-0208										Restaurant services

T/3262-209		UNITED STATES	THE SCREENMIN' EAGLE	Six Flags Theme Parks Inc.	76/088,704	05/27/76	1,057,970	02/01/77	REGISTERED	41
3262-0209										Providing entertainment in an amusement park by way of a roller coaster ride

T/3262-210		UNITED STATES	THE SHOCK WAVE	Six Flags Theme Parks Inc.	73/491,990	07/27/84	1,334,773	05/07/85	REGISTERED	41
3262-0210										Providing entertainment in an amusement park by way of amusement park rides

T/3262-211		UNITED STATES	THE NEXT CENTURY	Six Flags Theme Parks Inc.	74/596,310	11/07/94	1,929,902	10/24/95	REGISTERED	41
3262-0211										Amusement and theme park services

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FILE#	TRADEMARK	SERIAL NUMBER	REG. NUMBER	STATUS	CLASS
COMPUTER#	OWNER	FILING DATE	REG. DATE		GOODS
COUNTRY					
T/3262-212	THE LAND OF SCREAMS AND DREAMS	73/768,765	1,555,181	REGISTERED	41
3262-0212	Six Flags Theme Parks Inc.	12/12/88	09/05/89		Amusement park services
UNITED STATES					
T/3262-213	THE GREAT AMERICAN SCREAM MACH	73/083,533	1,057,968	REGISTERED	41
3262-0213	Six Flags Theme Parks Inc.	04/12/76	02/01/77		Providing entertainment in an amusement park by way of amusement rides
UNITED STATES					
T/3262-214	THE FLYING DUTCHMAN	73/306,360	1,214,380	REGISTERED	41
3262-0214	Six Flags Theme Parks Inc.	04/17/81	10/26/82		Providing entertainment in a theme park by way of an amusement ride
UNITED STATES					
T/3262-215	THE ENTERTAINMENT CAPITAL OF T	76/780,651	1,562,682	REGISTERED	41
3262-0215	Six Flags Theme Parks Inc.	02/13/89	10/24/89		Amusement park services
UNITED STATES					
T/3262-216	THE EDGE	74/040,150	1,665,280	REGISTERED	41
3262-0216	Six Flags Theme Parks Inc.	03/19/90	11/19/91		Amusement park services
UNITED STATES					
T/3262-217	THE COLUMBIA CAROUSEL	73/255,505	1,170,636	REGISTERED	41
3262-0217	Six Flags Theme Parks Inc.	09/26/80	09/22/81		amusement park services, namely, providing a carousel type ride
UNITED STATES					

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FILE#	TRADEMARK	SERIAL NUMBER	REG. NUMBER	STATUS	CLASS
COMPUTER#	OWNER	FILING DATE	REG. DATE		GOODS
COUNTRY					
T/3262-219	THE BLACK BELT OF ROLLER COAST	73/824,178	1,618,041	REGISTERED	41
3262-0219	Six Flags Theme Parks Inc.	09/08/89	10/16/90		Entertainment services, namely an amusement park ride in the form of a roller coaster
UNITED STATES					
T/3262-218	THE COASTER THAT STRIKES TWICE	74/672,946	1,968,446	REGISTERED	41
3262-0218	Six Flags Theme Parks Inc.	05/12/95	04/16/96		Amusement parks; entertainment in the nature of amusement park rides
UNITED STATES					
T/3262-220	TEXAS CLIFFHANGER and Design	73/373,832	1,238,842	REGISTERED	41
3262-0220	Six Flags Theme Parks Inc.	07/09/82	05/17/83		Providing entertainment services in an amusement park by way of a free fall ride
UNITED STATES					
T/3262-221	SPLASHWATER FALLS	73/608,838	1,533,653	REGISTERED	41
3262-0221	Six Flags Theme Parks Inc.	07/10/86	04/04/89		Amusement services, namely, providing ride services at an amusement park
UNITED STATES					
T/3262-222	SPIN OUT	74/662,322	1,969,823	REGISTERED	41
3262-0222	Six Flags Theme Parks Inc.	04/17/95	04/23/96		Amusement parks; and entertainment in the nature of amusement park rides
UNITED STATES					
T/3262-223	DESIGN ONLY	75/077,565	2,027,308	REGISTERED	21
3262-0223	Six Flags Theme Parks Inc.	03/25/96	12/31/96		Glass beverageware, portable beverage dispensers, coffee cups, plastic cups, drinking glasses and drinking vessels
UNITED STATES					

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FILE#	TRADEMARK	SERIAL NUMBER	REG. NUMBER	STATUS	CLASS
COMPUTER#	OWNER	FILING DATE	REG. DATE		GOODS
COUNTRY					
T/3262-223	DESIGN ONLY	75/077,565	2,027,308	REGISTERED	25
3262-0223	Six Flags Theme Parks Inc.	03/25/96	12/31/96		Clothing, namely, shirts, pants, t-shirts, sweat shirts, sweat pants, shorts, socks, jackets, ties, dresses, underwear, hats and bandanas
UNITED STATES					
T/3262-225	Z FORCE	73/536,463	1,380,811	REGISTERED	41
3262-0225	Six Flags Theme Parks Inc.	05/08/85	01/28/86		Entertainment services in the nature of an amusement park coaster ride
UNITED STATES					
T/3262-227	YANQUEE CHUTE	74/171,002	1,696,571	REGISTERED	41
3262-0227	Six Flags Theme Parks Inc.	05/28/91	06/23/92		Entertainment in the nature of amusement park ride services
UNITED STATES					
T/3262-228	XLR-8	75/238,996	2,138,754	REGISTERED	41
3262-0228	Six Flags Theme Parks Inc.	02/10/97	02/24/98		Entertainment services in the nature of an amusement park ride
UNITED STATES					
T/3262-229	WE CARE! ABOUT YOU and Design	73/471,628	1,330,132	REGISTERED	41
3262-0229	Six Flags Theme Parks Inc.	03/22/84	04/09/85		Amusement park services
UNITED STATES					
T/3262-230	WE CARE ABOUT YOU	73/471,951	1,330,133	REGISTERED	41
3262-0230	Six Flags Theme Parks Inc.	03/23/84	04/09/85		Amusement park services
UNITED STATES					

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FILE#	TRADEMARK	SERIAL NUMBER	REG. NUMBER	STATUS	CLASS
COMPUTER#	OWNER	FILING DATE	REG. DATE		GOODS
COUNTRY					
T/3262-231	VIPER and Design	74/022,286	1,643,173	REGISTERED	41
3262-0231	Six Flags Theme Parks Inc.	01/24/90	04/30/91		Entertainment services in the nature of an amusement park ride
UNITED STATES					
T/3262-232	THICKET	73/576,210	1,403,109	REGISTERED	16
3262-0232	Six Flags Theme Parks Inc.	01/03/86	07/29/86		Tickets for amusement park services
UNITED STATES					
T/3262-233	TIDAL WAVE	73/748,000	1,536,875	REGISTERED	41
3262-0233	Six Flags Theme Parks Inc.	08/24/88	04/25/89		Entertainment services in the nature of an amusement park
UNITED STATES					
T/3262-234	THUNDER RIVER	73/377,348	1,252,513	REGISTERED	41
3262-0234	Six Flags Theme Parks Inc.	07/30/82	09/27/83		Entertainment services in the nature of an amusement park river raft ride
UNITED STATES					
T/3262-235	THRILLSEKERS	74/672,941	1,963,434	REGISTERED	42
3262-0235	Six Flags Theme Parks Inc.	05/12/95	03/19/96		Retail store services featuring clothing, glassware and amusement park souvenirs
UNITED STATES					
T/3262-236	SPRING BREAK OUT	74/596,311	1,928,209	REGISTERED	41
3262-0236	Six Flags Theme Parks Inc.	11/07/94	10/17/95		Amusement and theme park services; live concerts featuring music, dance and comedy; and sporting exhibitions
UNITED STATES					

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FILE#	TRADEMARK	SERIAL NUMBER	REG. NUMBER	STATUS	CLASS
COMPUTER#	OWNER	FILING DATE	REG. DATE		GOODS
COUNTRY					
T/3262-125	KISCO CASCADE	74/171,005	1,698,114	REGISTERED	41
3262-0125	Six Flags Theme Parks Inc.	05/28/91	06/30/92		Entertainment services in the nature of amusement park ride services
UNITED STATES					
T/3262-162	SIX FLAGS OVER GEORGIA	74/672,948	1,966,884	REGISTERED	41
3262-0162	Six Flags Theme Parks Inc.	05/12/95	04/09/96		Amusement and theme parks, entertainment in the nature of amusement and theme park rides; live concerts featuring music, dance, comedy, magic and sporting exhibitions
UNITED STATES					
T/3262-164	SIX FLAGS GREAT AMERICA	73/651,564	1,463,965	REGISTERED	41
3262-0164	Six Flags Theme Parks Inc.	03/23/87	11/03/87		Entertainment services in the nature of an amusement park
UNITED STATES					
T/3262-259	RUNAWAY MOUNTAIN	75/077,574	2,088,377	REGISTERED	21
3262-0259	Six Flags Theme Parks Inc.	03/25/96	08/12/97		Glass beverageware, portable glasses and drinking vessels
UNITED STATES					
T/3262-260	SALWEEN SURGE	74/171,003	1,694,958	REGISTERED	41
3262-0260	Six Flags Theme Parks Inc.	05/28/91	06/16/92		Entertainment in the nature of amusement park ride services
UNITED STATES					
T/3262-261	SCREENIN' EAGLE AND DESIGN	74/033,135	1,693,571	REGISTERED	41
3262-0261	Six Flags Theme Parks Inc.	02/26/90	06/09/92		Amusement park ride services
UNITED STATES					

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FILE#	TRADEMARK	SERIAL NUMBER	REG. NUMBER	STATUS	CLASS
COMPUTER#	OWNER	FILING DATE	REG. DATE		GOODS
COUNTRY					
T/3262-262	SCREEN STARS DINER	75/053,741	2,025,615	REGISTERED	42
3262-0262	Six Flags Theme Parks Inc.	02/05/96	12/24/96		Restaurant services
UNITED STATES					
T/3262-161	SIX FLAGS HOUSTON	74/672,950	1,968,448	REGISTERED	41
3262-0161	Six Flags Theme Parks Inc.	05/12/95	04/16/96		Amusement, theme parks and water parks services; entertainment in the nature of amusement, theme parks and water park rides; live concerts feat music, dance, comedy, magicians and sporting exhibitions
UNITED STATES					
T/3262-165	SIX FLAGS CALIFORNIA	74/595,205	2,016,229	REGISTERED	41
3262-0165	Six Flags Theme Parks Inc.	11/04/94	11/12/96		Entertainment services in the nature of family theme parks
UNITED STATES					
T/3262-166	SIX FLAGS	75/302,811	2,172,837	REGISTERED	36
3262-0166	Six Flags Theme Parks Inc.	06/03/97	07/14/98		Credit card services
UNITED STATES					
T/3262-126	LA SALLE'S RIVER RAPIDS	74/515,447	1,895,401	REGISTERED	41
3262-0126	Six Flags Theme Parks Inc.	04/22/94	05/23/95		Entertainment services in nature of an amusement park ride
UNITED STATES					
T/3262-157	SKULL MOUNTAIN	75/019,802	2,051,612	REGISTERED	41
3262-0157	Six Flags Theme Parks Inc.	11/13/95	04/08/97		Entertainment in the nature of amusement park and amusement park rides
UNITED STATES					

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FILE#	TRADEMARK OWNER	SERIAL NUMBER FILING DATE	REG. NUMBER REG. DATE	STATUS	CLASS GOODS
T/3262-102	GREAT ADVENTURES and Design	73/101,170	1,082,926	REGISTERED	41
3262-0102	Six Flags Theme Parks Inc.	09/27/76	01/17/78		Amusement, entertainment, and educational park services featuring a drive through animal preserve
UNITED STATES					
T/3262-102	GREAT ADVENTURES and Design	73/101,170	1,082,926	REGISTERED	42
3262-0102	Six Flags Theme Parks Inc.	09/27/76	01/17/78		Restaurant services
UNITED STATES					
T/3262-095	BRIGHT PEST and Design	74/535,757	1,908,910	REGISTERED	41
3262-0095	Six Flags Theme Parks Inc.	06/10/94	08/01/95		Amusement park services and live entertainment services featuring a halloween theme
UNITED STATES					
T/3262-152	ORANJE FALLS	74/171,010	1,698,116	REGISTERED	41
3262-0152	Six Flags Theme Parks Inc.	05/28/91	06/30/92		Entertainment in the nature of amusement park ride services
UNITED STATES					
T/3262-120	IT'S A COLD-BLOODED THRILLER	74/672,945	1,968,445	REGISTERED	41
3262-0120	Six Flags Theme Parks Inc.	05/12/95	04/16/96		Amusement parks; entertainment in the nature of amusement park rides
UNITED STATES					
T/3262-119	IRRAWADDY RIPTIDE	74/171,006	1,698,115	REGISTERED	41
3262-0119	Six Flags Theme Parks Inc.	05/28/91	06/30/92		Entertainment in the nature of amusement park ride services
UNITED STATES					

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FILE#	COMPUTER#	COUNTRY	TRADEMARK OWNER	SERIAL NUMBER FILING DATE	REG. NUMBER REG. DATE	STATUS	CLASS GOODS
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T/3262-118		UNITED STATES	IRON WOLF Six Flags Theme Parks Inc.	74/007,361 12/04/89	1,636,538 02/26/91	REGISTERED 41	Amusement park ride services
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T/3262-117		UNITED STATES	HURRICANE HARBOR Six Flags Theme Parks Inc.	74/595,206 11/04/94	2,006,889 10/08/96	REGISTERED 41	Entertainment services in the nature of family theme parks, amusement parks, and water parks
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T/3262-151		UNITED STATES	ONCE YOU'VE BEEN BITTEN, YOU'V Six Flags Theme Parks Inc.	74/672,943 05/12/95	1,965,641 04/02/96	REGISTERED 41	Amusement parks; entertainment in the nature of amusement park rides
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T/3262-150		UNITED STATES	NINJA (Special Warrior) Six Flags Theme Parks Inc.	73/824,190 09/08/89	1,594,295 05/01/90	REGISTERED 24	Souvenir items, namely cloth pennants
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T/3262-149		UNITED STATES	NINJA (Special Warrior) Six Flags Theme Parks Inc.	73/769,993 12/16/88	1,624,416 11/27/90	REGISTERED 16	Souvenir items, namely, maps, posters, address books, sheet music, and picture postcards
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T/3262-149		UNITED STATES	NINJA (Special Warrior) Six Flags Theme Parks Inc.	73/769,993 12/16/88	1,624,416 11/27/90	REGISTERED 21	souvenir items, namely, decorated glass, ceramic, plastic, pewter and non-precious metal salt and pepper shakers, drinking glasses, pitchers, cups, mugs, candy dishes, serving trays and vases
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FILE#	COMPUTER#	COUNTRY	TRADEMARK OWNER	SERIAL NUMBER FILING DATE	REG. NUMBER REG. DATE	STATUS	CLASS
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T/3262-149		UNITED STATES	NINJA (Special Warrior)	73/769,993 12/16/88	1,624,416 11/27/90	REGISTERED	34 Souvenir items, namely lighters
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T/3262-149		UNITED STATES	NINJA (Special Warrior)	73/769,993 12/16/88	1,624,416 11/27/90	REGISTERED	6 Souvenir items, namely, key rings and key chains
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T/3262-148		UNITED STATES	NINJA	73/744,367 06/05/88	1,526,896 03/07/99	REGISTERED	41 Entertainment services, namely an amusement park ride in the form of a roller coaster
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T/3262-147		UNITED STATES	NINJA & DESIGN	73/742,398 07/26/88	1,532,380 03/28/89	REGISTERED	41 Entertainment services, namely an amusement park ride in the form of a roller coaster
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T/3262-257		UNITED STATES	RUNAWAY MOUNTAIN	75/063,534 02/26/96	2,093,650 09/02/97	REGISTERED	25 Clothing, namely, shirts, pants, t-shirts, sweat shirts, sweat pants, shorts, socks, jackets, ties, dresses, underwear, hats and bandanas
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T/3262-258		UNITED STATES	RUNAWAY MOUNTAIN	75/063,535 02/26/96	2,088,349 08/12/97	REGISTERED	41 Entertainment in the nature of amusement park rides
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FILE#	TRADEMARK	SERIAL NUMBER	REG. NUMBER	STATUS	CLASS
COMPUTER#	OWNER	FILING DATE	REG. DATE		GOODS
COUNTRY					
T/3262-116	HOLLYWOOD LIGHTS	74/629,786	2,097,986	REGISTERED	41
3262-0116	Six Flags Theme Parks Inc.	02/06/95	09/16/97		Amusement park services and live entertainment performances featuring comedy, music and fireworks displays
UNITED STATES					
T/3262-115	HOLIDAY IN THE PARK	73/590,618	1,436,779	REGISTERED	41
3262-0115	Six Flags Theme Parks Inc.	03/31/86	04/14/87		Presentation of special entertainment events in amusement parks
UNITED STATES					
T/3262-114	NECROPOLIS THE HAUNTED CITY OF	74/598,733	1,928,274	REGISTERED	41
3262-0114	Six Flags Theme Parks Inc.	11/14/94	10/17/95		Family theme park and amusement park services, namely a wall-through, horror theme attraction
UNITED STATES					
T/3262-114	HIGH SIERRA TERRITORY	74/429,837	1,847,052	REGISTERED	41
3262-0114	Six Flags Theme Parks Inc.	08/30/93	07/26/94		Entertainment services in nature of an amusement park
UNITED STATES					
T/3262-144	MOVIE TOWN	74/515,446	1,895,400	REGISTERED	41
3262-0144	Six Flags Theme Parks Inc.	04/22/94	05/23/95		Amusement park services
UNITED STATES					
T/3262-40	THE GREAT OASPI	73/093,993	1,067,416	REGISTERED	41
3262-0040	Six Flags Theme Parks Inc.	07/19/76	06/07/77		Providing entertainment in an amusement park by way of amusement rides
UNITED STATES					

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FILE#	COMPUTER#	COUNTRY	TRADEMARK OWNER	SERIAL NUMBER FILING DATE	REQ. NUMBER REQ. DATE	STATUS	CLASS GOODS
T/3262-143	3262-0143	UNITED STATES	MOOSEBURGER LODGE IT AIN'T MAD Six Flags Theme Parks Inc.	74/537,941 06/15/94	1,897,822 06/06/95	REGISTERED	41 Entertainment services, namely live singing and dancing performances within a restaurant
T/3262-143	3262-0143	UNITED STATES	MOOSEBURGER LODGE IT AIN'T MAD Six Flags Theme Parks Inc.	74/537,941 06/15/94	1,897,822 06/06/95	REGISTERED	42 Restaurant Services
T/3262-41	3262-0041	UNITED STATES	LIZARD LAGOON Six Flags Theme Parks Inc.	75/206,784 12/02/96	2,154,327 04/28/98	REGISTERED	41 Entertainment services in the nature of amusement park and water park rides, and providing facilities for recreational use
T/3262-38	3262-0038	UNITED STATES	BAMBOO RACER Six Flags Theme Parks Inc.	75/206,783 12/02/96	2,154,326 04/28/98	REGISTERED	41 Entertainment services in the nature of amusement park rides and water park rides
T/3262-30	3262-0030	UNITED STATES	PARADISE PAVILION Six Flags Theme Parks Inc.	75/206,781 12/02/96	2,164,699 06/09/98	REGISTERED	42 Restaurant services, catering services and operating catering facilities
T/3262-142	3262-0142	UNITED STATES	MOOSEBURGER LODGE Six Flags Theme Parks Inc.	74/537,901 06/15/94	2,002,131 09/24/96	REGISTERED	41 Entertainment services, namely live singing and dancing performances within the restaurant

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FILE#	TRADEMARK	SERIAL NUMBER	REG. NUMBER	STATUS	CLASS
COMPUTER#	OWNER	FILING DATE	REG. DATE		GOODS
COUNTRY					
T/3262-142	MOOSEBURGER LODGE	74/537,901	2,002,131	REGISTERED	42
3262-0142	Six Flags Theme Parks Inc.	06/15/94	09/24/96		Restaurant services
UNITED STATES					
T/3262-141	MONSTER PLANTATION	73/785,168	1,562,692	REGISTERED	41
3262-0141	Six Flags Theme Parks Inc.	03/07/89	10/24/89		Entertainment services in the nature of an amusement park ride
UNITED STATES					
T/3262-139	MIND BENDER	74/672,839	1,965,638	REGISTERED	21
3262-0139	Six Flags Theme Parks Inc.	05/12/95	04/02/96		Glass beverageware
UNITED STATES					
T/3262-139	MIND BENDER	74/672,839	1,965,638	REGISTERED	25
3262-0139	Six Flags Theme Parks Inc.	05/12/95	04/02/96		Clothing, namely shirts and hats
UNITED STATES					
T/3262-139	MIND BENDER	74/672,839	1,965,638	REGISTERED	9
3262-0139	Six Flags Theme Parks Inc.	05/12/95	04/02/96		Decorative magnets
UNITED STATES					
T/3262-138	MIND BENDER	73/479,942	1,317,340	REGISTERED	41
3262-0138	Six Flags Theme Parks Inc.	05/11/84	01/29/85		Entertainment services in the nature of an amusement park ride
UNITED STATES					

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FILE#	TRADEMARK	SERIAL NUMBER	REG. NUMBER	STATUS	CLASS
COMPUTER#	OWNER	FILING DATE	REG. DATE		GOODS
COUNTRY					
T/3262-136	MEKONG PIPELINE	74/171,004	1,710,498	REGISTERED	41
3262-0136	Six Flags Theme Parks Inc.	05/28/91	08/25/92		Entertainment in the nature of amusement park ride services
UNITED STATES					
T/3262-135	MAYAN MIND BENDER	75/189,991	2,075,912	REGISTERED	21
3262-0135	Six Flags Theme Parks Inc.	10/30/96	07/01/97		Cups, glasses, mugs and canteens
UNITED STATES					
T/3262-134	MAYAN MIND BINDER	75/077,563	2,029,036	REGISTERED	25
3262-0134	Six Flags Theme Parks Inc.	03/25/96	01/07/97		Clothing, namely shirts and hats
UNITED STATES					
T/3262-133	MAYAN MIND BENDER	74/688,387	1,978,300	REGISTERED	41
3262-0133	Six Flags Theme Parks Inc.	06/09/95	06/04/96		Amusement and theme park rides and services
UNITED STATES					
T/3262-132	MARRIOTT'S GREAT AMERICA and D	73/137,145	1,095,500	REGISTERED	41
3262-0132	Six Flags Theme Parks Inc.	08/10/77	07/04/78		Amusement park services
UNITED STATES					
T/3262-129	LOG JAMMER	74/662,324	1,963,305	REGISTERED	41
3262-0129	Six Flags Theme Parks Inc.	04/17/95	03/19/96		Amusement parks; and entertainment in the nature of amusement park rides
UNITED STATES					

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FILE#	COMPUTER#	COUNTRY	TRADEMARK	OWNER	SERIAL NUMBER	FILING DATE	REG. NUMBER	REG. DATE	STATUS	CLASS	GOODS
T/3262-285			PINK THING		75/012,286	10/30/95			PENDING	30	Frozen confections
3262-0285			Six Flags Theme Parks Inc.								
UNITED STATES											

T/3262-287			PIZZA VECTOR		74/610,021	12/12/94	2,005,110	10/01/96	REGISTERED	42	Restaurant services
3262-0287			Six Flags Theme Parks Inc.								
UNITED STATES											

T/3262-288			POWER DIVE		73/660,316	05/11/87	1,470,119	12/22/87	REGISTERED	41	Entertainment services in the nature of an amusement park looping simulated spaceship ride
3262-0288			Six Flags Theme Parks Inc.								
UNITED STATES											

T/3262-289			PSYCLONE		74/094,049	08/31/90	1,684,171	04/21/92	REGISTERED	41	Amusement park ride services
3262-0289			Six Flags Theme Parks Inc.								
UNITED STATES											

T/3262-94			FRIGHT FEST		74/199,210	08/29/91	1,794,449	09/21/93	REGISTERED	41	Entertainment services in the nature of public halloween events sponsored by an amusement park
3262-0094			Six Flags Theme Parks Inc.								
UNITED STATES											

T/3262-96			FUN PACK		73/669,525	06/29/87	1,537,533	05/22/89	REGISTERED	30	Combination meals consisting of a hamburger or hot dog sandwich, french fried potatoes and soft drink for consumption on or off the premises, all contained within a cardboard container comprising games for children
3262-0096			Six Flags Theme Parks Inc.								
UNITED STATES											

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FILE#	TRADEMARK OWNER	SERIAL NUMBER FILING DATE	REG. NUMBER REG. DATE	STATUS	CLASS
T/3262-98	QATOR MCGEE'S MOUNTAIN GRILL	75/109,024	2,069,477	REGISTERED	42
3262-0098	Six Flags Theme Parks Inc.	05/23/96	06/10/97		Restaurant services
UNITED STATES					
T/3262-99	GEORGIA CYCLONE	74/007,365	1,636,539	REGISTERED	41
3262-0099	Six Flags Theme Parks Inc.	12/04/89	02/26/91		Amusement park ride services
UNITED STATES					
T/3262-100	GOLD RUSHER	74/662,323	1,963,304	REGISTERED	41
3262-0100	Six Flags Theme Parks Inc.	04/17/95	03/19/96		Amusement parks; and entertainment in the nature of amusement park rides
UNITED STATES					
T/3262-101	GRANNY'S COUNTRY FRIED CHICKEN	74/545,220	1,913,969	REGISTERED	42
3262-0101	Six Flags Theme Parks Inc.	06/29/94	08/22/95		Restaurant services
UNITED STATES					
T/3262-103	GREAT ADVENTURE	73/172,411	1,144,532	REGISTERED	41
3262-0103	Six Flags Theme Parks Inc.	05/30/78	12/23/80		Entertainment services in the nature of a themed amusement park and a drive-through animal preserve
UNITED STATES					
T/3262-105	GREAT AMERICA	73/494,557	1,377,622	REGISTERED	41
3262-0105	Six Flags Theme Parks Inc.	08/13/84	01/07/86		Entertainment services in the nature of an amusement park
UNITED STATES					

#010

FILE#	COMPUTER#	COUNTRY	TRADEMARK OWNER	SERIAL NUMBER FILING DATE	REG. NUMBER REG. DATE	STATUS	CLASS GOODS
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T/3262-107		UNITED STATES	GREAT AMERICA	74/662,321 04/17/95	1,956,547 02/13/96	REGISTERED	41
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Six Flags Theme Parks Inc.
Amusement and theme park services; and live concerts featuring music, dance, comedy, magicians and sporting exhibitions

T/3262-9		UNITED STATES	GREAT AMERICA	73/500,843 09/24/84	1,704,820 08/04/92	REGISTERED	14
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Six Flags Theme Parks, Inc.
Souvenir items; namely, rings, bracelets, earrings, necklaces, pins, charms, watches and watchbands

T/3262-9		UNITED STATES	GREAT AMERICA	73/500,843 09/24/84	1,704,820 08/04/92	REGISTERED	16
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Six Flags Theme Parks, Inc.
Souvenir items; namely, maps, posters, address books, writing tablets, sheet music, decorated pencils and postcard

T/3262-9		UNITED STATES	GREAT AMERICA	73/500,843 09/24/84	1,704,820 08/04/92	REGISTERED	18
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Six Flags Theme Parks, Inc.
Souvenir items; namely, handbags, tote bags, wallets, purses and coin purses

T/3262-9		UNITED STATES	GREAT AMERICA	73/500,843 09/24/84	1,704,820 08/04/92	REGISTERED	21
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Six Flags Theme Parks, Inc.
Souvenir items; namely, decorated glass, ceramic plastic, pewter and non-precious metal salt and pepper shakers; decorated glass beer steins, drinking glasses, pitchers, bowls, cookie jars, cups, mugs, candy dishes, serving trays, vases and figurines

3262-9		UNITED STATES	GREAT AMERICA	73/500,843 09/24/84	1,704,820 08/04/92	REGISTERED	24
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Six Flags Theme Parks, Inc.
Cloth pennants

#810

FILE#	TRADEMARK	SERIAL NUMBER	REG. NUMBER	STATUS	CLASS
COMPUTER#	OWNER	FILING DATE	REG. DATE		GOODS
COUNTRY					
T/3262-9	GREAT AMERICA	73/500,843	1,704,820	REGISTERED	25
3262-0009	Six Flags Theme Parks, Inc.	09/24/84	08/04/92		Souvenir items; namely, men's, women's and children's shirts, t-shirts, ponchos, jackets, socks and hats; children's shorts and tops; girl's dress men's and boy's ties
UNITED STATES					
T/3262-9	GREAT AMERICA	73/500,843	1,704,820	REGISTERED	28
3262-0009	Six Flags Theme Parks, Inc.	09/24/84	08/04/92		Souvenir items; namely, vinyl and squeak toys, toy drums, dolls, balloons, miniature tea sets, bean bags, hand puppets and watercolor paint equipment sold as a unit for performing magic tricks; equipment sold as a unit for playing card game; equipment sold as a unit for playing puzzle game
UNITED STATES					
T/3262-9	GREAT AMERICA	73/500,843	1,704,820	REGISTERED	30
3262-0009	Six Flags Theme Parks, Inc.	09/24/84	08/04/92		Prepared hamburger, ham and roast beef sandwiches, popped popcorn, candy and cotton candy for consumption on and off the premises
UNITED STATES					
T/3262-9	GREAT AMERICA	73/500,843	1,704,820	REGISTERED	32
3262-0009	Six Flags Theme Parks, Inc.	09/24/84	08/04/92		Soft drinks for consumption on and off the premises
UNITED STATES					
T/3262-9	GREAT AMERICA	73/500,843	1,704,820	REGISTERED	42
3262-0009	Six Flags Theme Parks, Inc.	09/24/84	08/04/92		Restaurant services
UNITED STATES					
T/3262-9	GREAT AMERICA	73/500,843	1,704,820	REGISTERED	41
3262-0009	Six Flags Theme Parks, Inc.	09/24/84	08/04/92		Entertainment services in the nature of amusement park rides and water park rides
UNITED STATES					

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FILE#	TRADEMARK	SERIAL NUMBER	REG. NUMBER	STATUS	CLASS
COMPUTER#	OWNER	FILING DATE	REG. DATE		GOODS
COUNTRY					
T/3262-47	JOYPST	75/349,962	2,190,967	REGISTERED	41
3262-0047	Six Flags Theme Parks Inc.	09/02/97	09/22/98		Entertainment services in the nature of live stage shows and festival events featuring music and inspirational speakers
UNITED STATES					
T/3262-54	RUIKI RUSH	74/171,008	1,694,959	REGISTERED	41
3262-0054	Six Flags Theme Parks Inc.	05/28/91	06/16/92		Entertainment in the nature of amusement park ride services
UNITED STATES					
T/3262-55	SEA WOLF	75/291,392	2,161,947	REGISTERED	41
3262-0055	Six Flags Theme Parks Inc.	05/14/97	06/02/98		Entertainment services in the nature of an amusement ride
UNITED STATES					
T/3262-290	PSYCLONE THE ULTIMATE MINDBEND	74/112,979	1,701,180	REGISTERED	41
3262-0290	Six Flags Theme Park, Inc.	11/06/90	07/14/92		Amusement park ride
UNITED STATES					
T/3262-291	READ TO SUCCEED	73/588,971	1,432,391	REGISTERED	41
3262-0291	Six Flags Theme Park, Inc.	03/20/86	03/10/87		Educational services; namely, conducting and educational program designed to motivate students to read by improving their reading skills
UNITED STATES					
T/3262-292	REVOLUTION	73/653,225	1,463,967	REGISTERED	41
3262-0292	Six Flags Theme Park, Inc.	04/02/87	11/03/87		Entertainment services in the nature of an amusement park coaster ride
UNITED STATES					

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FILE#	COMPUTER#	COUNTRY	TRADEMARK	OWNER	SERIAL NUMBER	FILING DATE	REG. NUMBER	REG. DATE	STATUS	CLASS
T/3262-293		UNITED STATES	ROARING RAPIDS	Six Flags Theme Park, Inc.	73/350,918	02/19/82	1,254,791	10/18/83	REGISTERED	41
3262-0293										Entertainment services in the nature of an amusement park ride
T/3262-53		UNITED STATES	AUNT ADDIE JEAN'S BACK PORCH C	Six Flags Theme Parks Inc.	74/545,219	06/29/94	1,913,968	08/22/95	REGISTERED	42
3262-0053										Restaurant services
T/3262-89		UNITED STATES	FLAGBACK	Six Flags Theme Park, Inc.	73/792,071	04/10/89	1,566,462	11/14/89	REGISTERED	41
3262-0089										Entertainment services in the nature of an amusement park ride
T/3262-91		UNITED STATES	FLY THE SCREAMIN' EAGLE and De	Six Flags Theme Park, Inc.	73/088,701	05/27/76	1,057,969	02/01/77	REGISTERED	41
3262-0091										Providing entertainment in an amusement park by way of a roller coaster ride
T/3262-75		UNITED STATES	CARROT CLUB	Six Flags Theme Parks Inc.	74/537,875	06/15/94	1,904,745	07/11/95	REGISTERED	41
3262-0075										Entertainment services, namely live singing and dancing performances within a restaurant
T/3262-75		UNITED STATES	CARROT CLUB	Six Flags Theme Parks Inc.	74/537,875	06/15/94	1,904,745	07/11/95	REGISTERED	42
3262-0075										Restaurant services

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FILE#	TRADEMARK	SERIAL NUMBER	REG. NUMBER	STATUS	CLASS
COMPUTER#	OWNER	FILING DATE	REG. DATE		GOODS
COUNTRY					

T/3262-92	FORT INDEPENDENCE	74/672,944	1,968,444	REGISTERED	41
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3262-0092	Six Flags Theme Park, Inc.	05/12/95	04/16/96		Amusement park services, water park services; live concerts featuring music, dance, comedy, magicians and sporting exhibitions ;
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UNITED STATES

T/3262-93	FREEFALL	74/662,325	1,978,098	REGISTERED	41
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3262-0093	Six Flags Theme Park, Inc.	04/17/95	06/04/96		Amusement parks; and entertainment in the amusement park rides
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UNITED STATES

T/3262-78	COLOSSUS	73/275,604	1,179,565	REGISTERED	41
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3262-0078	Six Flags Theme Parks Inc.	08/25/80	11/24/81		Providing entertainment in an amusement park by way of a roller coaster ride
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UNITED STATES

T/3265-80	COME FOR THE RIDE OF YOUR LIFE	74/515,444	1,895,399	REGISTERED	41
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3262-0080	Six Flags Theme Parks Inc.	04/22/94	05/23/95		Amusement park services and live entertainment services featuring comedy music, magicians and sporting exhibitions
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UNITED STATES

T/3262-83	DEE JAY'S (STYLIZED LETTERS)	74/539,333	1,906,153	REGISTERED	42
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3262-0083	Six Flags Theme Park, Inc.	06/10/94	07/18/95		Restaurant services
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UNITED STATES

T/3262-79	COLOSSUS	73/643,434	1,495,429	REGISTERED	41
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3262-0079	Six Flags Theme Parks Inc.	02/06/87	07/05/88		Entertainment services in the nature of an amusement park giant wheel ride
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UNITED STATES

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FILE#	TRADEMARK	SERIAL NUMBER	REG. NUMBER	STATUS	CLASS
COMPUTER	OWNER	FILING DATE	REQ. DATE		GOODS
COUNTRY					

T/3262-84	DES JAY'S DINER	74/515,445	1,902,049	REGISTERED	42
3262-0084	Six Flags Theme Park, Inc.	04/22/94	06/27/95		Restaurant services

UNITED STATES

T/3262-85	DEFINED EGO	75/061,968	2,086,533	REGISTERED	42
3262-0085	Six Flags Theme Park, Inc.	02/20/96	08/05/97		Goods, and amusement park souvenirs

UNITED STATES

T/3262-81	COME SHARE THE THRILL OF IT	73/793,535	1,572,508	REGISTERED	41
3262-0081	Six Flags Theme Parks Inc.	04/17/89	12/19/99		Amusement park services

UNITED STATES

T/3262-86	DIVE DEVIL	75/068,804	2,093,657	REGISTERED	41
3262-0086	Six Flags Theme Park, Inc.	03/07/96	09/02/97		Entertainment in the nature of amusement park rides

UNITED STATES

T/3262-88	FLAGS FUNNEL CAKE	74/543,666	1,910,615	REGISTERED	42
3262-0088	Six Flags Theme Parks Inc.	06/29/94	08/08/95		Restaurant services

UNITED STATES

T/3262-87	EXCALIBUR	73/795,581	1,573,930	REGISTERED	41
3262-0087	Six Flags Theme Park, Inc.	04/24/89	12/26/89		Entertainment services in the nature of an amusement park

UNITED STATES

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FILE COMPUTER# COUNTRY	TRADEMARK OWNER	SERIAL NUMBER FILING DATE	REG. NUMBER REG. DATE	STATUS	CLASS GOODS
T/3262-64 3262-0064 UNITED STATES	ASTROWORLD Six Flags Theme Parks Inc.	72/306,043 08/27/68	888,867 03/11/70	REGISTERED	41 Entertainment services in the form of an amusement and entertainment park
T/3262-62 3262-0062 UNITED STATES	THE AMERICAN EAGLE and Design Six Flags Theme Parks Inc.	73/330,911 10/02/81	1,231,415 03/15/83	REGISTERED	41 Amusement park services in the nature of amusement rides
T/3262-45 3262-0045 UNITED STATES	ATLANTIC PANIC Six Flags Theme Parks Inc.	75/291,394 05/14/97	2,167,472 06/23/98	REGISTERED	41 Entertainment in the nature of an amusement park ride
T/3262-61 3262-0061 UNITED STATES	AMERICAN EAGLE Six Flags Theme Parks Inc.	73/744,095 08/04/88	1,540,948 05/23/89	REGISTERED	41 Amusement park services in the nature of amusement rides
T/3262-44 3262-0044 UNITED STATES	BLUE RAIDER Six Flags Theme Parks Inc.	75/291,393 05/14/97	2,167,471 06/23/98	REGISTERED	41 Entertainment in the nature of an amusement park ride
T/3262-43 3262-0043 UNITED STATES	CARIBBEAN CHAOS Six Flags Theme Parks Inc.	75/291,391 05/14/97	2,167,470 06/23/98	REGISTERED	41 Entertainment services in the nature of an amusement park ride

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FILE# COMPUTER# COUNTRY	TRADEMARK OWNER	SERIAL NUMBER FILING DATE	REG. NUMBER REG. DATE	STATUS	CLASS GOODS
T/3262-58 3262-0058 UNITED STATES	ADVENTURE RIVERS Six Flags Theme Parks Inc.	74/173,491 06/06/91	1,690,587 06/02/92	REGISTERED	41 Amusement park ride services
T/3262-31 3262-0031 UNITED STATES	SIX FLAGS NEW ENGLAND Six Flags Theme Parks Inc.	75/389,883 11/13/97		PENDING	41 Entertainment and education services in the nature of amusement and theme park rides and services; water park rides and services; live concerts featuring music, dance, comedy, magicians and sporting exhibitions; providing interactive on-line entertainment information relating to amusement park and water park
T/3262-56 3262-0056 UNITED STATES	SIX FLAGS Six Flags Theme Parks, Inc.	75/223,865 01/10/97	2,161,566 06/02/98	REGISTERED	42 Providing an interactive database in the field of entertainment information rendered by means of a global computer network
T/3262-16 3262-0016 UNITED STATES	DESIGN ONLY Six Flags Theme Parks, Inc.	74/274,749 05/12/92	1,743,694 12/29/92	REGISTERED	41 Amusement park services
T/3262-14 3262-0014 UNITED STATES	SIX FLAGS GREAT ADVENTURE Six Flags Theme Parks Inc.	74/264,430 04/10/92	1,741,843 12/22/92	REGISTERED	41 Entertainment services in the nature of an amusement park
T/3262-10 3262-0010 UNITED STATES	KOALA CANYON Six Flags Theme Parks Inc.	74/224,197 11/22/91	1,722,641 10/06/92	REGISTERED	41 Providing playground facilities within an amusement park

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FILE#	COMPUTER#	COUNTRY	TRADEMARK OWNER	SERIAL NUMBER FILING DATE	REG. NUMBER REG. DATE	STATUS	CLASS GOODS
T/3262-71		UNITED STATES	SIX FLAGS	73/097,515	1,062,524	REGISTERED	42
3262-0071			Six Flags Theme Parks Inc.	08/23/76	03/29/77		Restaurant services
T/3262-48		UNITED STATES	BIGGER, FASTER, CLOSER	74/546,759	1,913,865	REGISTERED	41
3262-0048			Six Flags Theme Parks Inc.	07/07/94	08/22/95		Amusement and theme park services; and live concerts, featuring music, dance, comedy, magicians and sporting exhibitions
T/3262-128		UNITED STATES	LIMPO PLUNGE	74/171,009	1,696,572	REGISTERED	41
3262-0128			Six Flags Theme Parks Inc.	05/28/91	06/23/92		Entertainment in the nature of amusement park ride services
T/3262-50		UNITED STATES	BAYSHORE CANDY	74/543,667	1,910,616	REGISTERED	42
3262-0050			Six Flags Theme Parks Inc.	06/29/94	08/08/95		Retail candy store services within an amusement park
T/3262-35		UNITED STATES	SIX FLAGS MAGIC MOUNTAIN	75/462,381		PENDING	25
3262-0035			Six Flags Theme Parks Inc.	04/06/98			Clothing, namely shirts, pants, T-shirts, sweat shirts, sweat pants, shorts, socks, jackets, ties, underwear, hats and bandanas
T/3262-49		UNITED STATES	BARNSTORMER	75/095,094	2,046,023	REGISTERED	41
3262-0049			Six Flags Theme Parks Inc.	04/15/96	03/18/97		Entertainment services in the nature of amusement park

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FILE#	TRADEMARK OWNER	SERIAL NUMBER FILING DATE	REG. NUMBER REG. DATE	STATUS	CLASS
COMPUTER#					GOODS
COUNTRY					
T/3262-51	AUNT MARTHA'S BOARDING HOUSE	74/430,480	1,846,026	REGISTERED	42
3262-0051	Six Flags Theme Parks Inc.	08/30/93	07/19/94		Restaurant services
UNITED STATES					
T/3262-52	AUNT ADDIE JEAN'S STRAWBERRY S	74/545,221	1,913,970	REGISTERED	42
3262-0052	Six Flags Theme Parks Inc.	06/29/94	08/22/95		Restaurant services
UNITED STATES					
T/3262-317	ROLLING THUNDER	74/642,341	2,047,007	REGISTERED	18
3262-0317	Six Flags Theme Parks Inc.	03/06/95	03/25/97		Umbrellas; bags, namely tote bags, duffel bags, and locker bags, namely gym bags and all-purpose athletic bags; and belly and fanny packs
UNITED STATES					
T/3262-317	ROLLING THUNDER	74/642,341	2,047,007	REGISTERED	25
3262-0317	Six Flags Theme Parks Inc.	03/06/95	03/25/97		Cut and sew headwear, namely hats, scarves, and gloves; gloves, namely, ski gloves; sporting apparel, namely jackets, t-shirts, jerseys, uniforms, sweaters, sweatshirts, socks and belts; rain apparel, namely jackets and cover-ups; and clothing, namely ties, bow ties, and suspenders
UNITED STATES					
T/3262-317	ROLLING THUNDER	74/642,341	2,047,007	REGISTERED	28
3262-0317	Six Flags Theme Parks Inc.	03/06/95	03/25/97		Sporting gear, namely skates, namely in-line skates, and wheel skates, namely in-line and roller skates, sticks, namely hockey gloves and sports gloves used for protection while skating, and stick bags, namely hockey lacrosse stick bags
UNITED STATES					
T/3262-318	ROLLING THUNDER	73/798,261	1,575,669	REGISTERED	41
3262-0318	Six Flags Theme Parks Inc.	05/08/89	01/02/90		Entertainment services in the nature of an amusement park ride
UNITED STATES					

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FILE#	TRADEMARK	SERIAL NUMBER	REG. NUMBER	STATUS	CLASS
COMPUTER#	OWNER	FILING DATE	REG. DATE		GOODS
COUNTRY					
T/3262-34	SIX FLAGS MAGIC MOUNTAIN	75/462,379		PENDING	21
3262-0034	Six Flags Theme Parks Inc.	04/06/98			Glass and ceramic beverageware, portable beverage dispensers, coffee cups and mugs, plastic cups, drinking glasses and drinking vessels
UNITED STATES					
T/3262-76	COASTER DUDE & DESIGN	74/686,632	1,967,057	REGISTERED	25
3262-0076		06/09/95	04/09/96		Clothing, namely, shirts and hats.
UNITED STATES					
T/3262-320	MARINE WORLD	75/749,540		PENDING	41
3262-0320	Six Flags Theme Parks, Inc.	07/13/99			Entertainment services in the nature of the operation of amusement parks, theme parks, wild life parks, oceanariums and various live and pre-record performances
UNITED STATES					
T/3262-322	MEDUSA	75/827,712		PENDING	41
3262-0322	Six Flags Theme Parks, Inc.	10/20/99			Amusement and theme park rides and services
UNITED STATES					

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FILE# COMPUTER# COUNTRY	TRADEMARK OWNER	SERIAL NUMBER FILING DATE	REG. NUMBER REG. DATE	STATUS	CLASS GOODS
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MX T/3263-18 3263-0018 MEXICO	FIESTA TEXAS AND DESIGN Fiesta Texas Inc.	85,278 04/16/90	400,710 10/14/91	REGISTERED	42 Restaurant services
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MX T/3263-17 3263-0017 MEXICO	FIESTA TEXAS & DESIGN Fiesta Texas Inc.	85,276 04/16/90	400,709 10/14/91	REGISTERED	41 Amusement park services
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MX T/3263-16 3263-0016 MEXICO	FIESTA TEXAS Fiesta Texas Inc.	85,277 04/16/90	399,063 09/11/91	REGISTERED	42 Restaurant services
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MX T/3263-15 3263-0015 MEXICO	FIESTA TEXAS Fiesta Texas Inc.	85,275 04/16/90	399,062 09/11/91	REGISTERED	41 Entertainment services, namely amusement park and related services
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T/3263-14 3263-0014 U.S. (TEXAS)	FIESTA TEXAS (TEXAS FESTIVAL) Fiesta Texas Inc.		51,672 03/30/92	REGISTERED	Restaurant services
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T/3263-13 3263-0013 U.S. (TEXAS)	FIESTA TEXAS & DESIGN Fiesta Texas Inc.		51,671 03/30/92	REGISTERED	Entertainment services, namely recorded and live musical entertainment, dancing entertainment and theme park services
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FILE#	TRADEMARK OWNER	SERIAL NUMBER FILING DATE	REG. NUMBER REG. DATE	STATUS	CLASS GOODS
T/3263-12	FIESTA TEXAS & DESIGN		51,140	REGISTERED	
3263-0012	Fiesta Texas Inc.		07/08/91		Men's, women's, boy's and girl's, clothing, headgear and footwear
U.S. (TEXAS)					
T/3263-20	FIESTA TEXAS AND DESIGN	74/046,043	1,800,076	REGISTERED	14
3263-0020	Fiesta Texas Inc.	04/05/90	10/19/93		Jewelry; namely, bracelets, costume jewelry, earrings, medallions, and necklaces; and horological instruments; namely, clocks, and watches and ornamental lapel pins not of precious metal
UNITED STATES					
T/3263-21	FIESTA TEXAS AND DESIGN	74/046,036	1,800,228	REGISTERED	34
3263-0021	Fiesta Texas Inc.	04/05/90	10/19/93		Smoker's articles; namely, cigarette lighters, matches
UNITED STATES					
T/3263-22	FIESTA TEXAS	74/046,040	1,801,516	REGISTERED	14
3263-0022	Fiesta Texas Inc.	04/05/90	10/26/93		Jewelry; namely, bracelets, costume jewelry, earrings, medallions, and necklaces; and horological instruments; namely, clocks, and watches and ornamental lapel pins not of precious metal
UNITED STATES					
T/3263-24	FIESTA TEXAS	74/046,013	1,801,550	REGISTERED	18
3263-0024	Fiesta Texas Inc.	04/05/90	10/26/93		Wallets, purses, key cases; and bagam namely, tote bags, garment bags for travel, clutch bags, shoulder bags, hand bags, brawatring pouches, kn , backpacks, and rucksacks
UNITED STATES					
T/3263-25	FIESTA TEXAS	74/255,964	1,801,565	REGISTERED	20
3263-0025	Fiesta Texas Inc.	03/16/92	10/26/93		Hand fans, leather key rings, ornamental novelty buttons, sheriff badges, non-metal cape for cans, and non-metal closures for bags and the
UNITED STATES					

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FILE# COMPUTER# COUNTRY	TRADEMARK OWNER	SERIAL NUMBER FILING DATE	REG. NUMBER REG. DATE	STATUS	CLASS GOODS
T/3263-26 3263-0026 UNITED STATES	FIESTA TEXAS Fiesta Texas Inc.	74/800,662 04/05/90	1,801,578 10/26/93	REGISTERED	21 Household articles; namely, hairbrushes, and kitchenware; namely, bottle openers, dishes, plastic cups, coasters not made of paper and not being of linen, and cups
T/3263-28 3263-0028 UNITED STATES	FIESTA TEXAS Fiesta Texas Inc.	74/046,039 04/05/90	1,801,644 10/26/93	REGISTERED	30 Candy, cookies, and bakery goods
T/3263-30 3263-0030 UNITED STATES	FIESTA TEXAS Fiesta Texas Inc.	74/255,962 03/16/92	1,802,551 11/02/93	REGISTERED	6 Statuettes of non-precious metal, metal key chains, metal key rings, and metal money clips
T/3263-32 3263-0032 UNITED STATES	FIESTA TEXAS Fiesta Texas Inc.	74/800,598 04/05/90	1,802,817 11/02/93	REGISTERED	25 Men's, women's boys', and girls' clothing headgear and footwear; namely, bandannas, belts, cardigans, jerseys, polo shirts, sandals, sweatpants, sweatshirts, and wristbands
T/3263-37 3263-0037 UNITED STATES	FIESTA TEXAS Fiesta Texas Inc.	74/046,003 04/05/90	1,811,595 12/14/93	REGISTERED	26 Clothing accessories; namely, belt clasps, brooches not of precious metal , embroidered emblems
T/3263-38 3263-0038 UNITED STATES	TEXAS FIESTA Fiesta Texas Inc.	74/001,374 11/16/89	1,827,033 03/15/94	REGISTERED	41 Amusement park services

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FILE#	TRADEMARK	SERIAL NUMBER	REG. NUMBER	STATUS	CLASS
COMPUTER#	OWNER	FILING DATE	REG. DATE		GOODS
COUNTRY					

T/3263-39	FIESTALAND TEXAS	74/001,980	1,827,034	REGISTERED	41
3263-0039	Fiesta Texas Inc.	11/16/89	03/15/94		Amusement park services

UNITED STATES

T/3263-40	FIESTALAND	74/001,375	1,834,923	REGISTERED	41
3263-0040	Fiesta Texas Inc.	11/16/89	05/03/94		Amusement park services

UNITED STATES

T/3263-41	FIESTA TEXAS	74/046,006	1,836,140	REGISTERED	16
3263-0041	Fiesta Texas Inc.	04/05/90	05/10/94		Photograph albums, decals, maps, photographic prints, picture mounts, picture postcards, printed signs, writing paper and playing cards

UNITED STATES

T/3263-42	FIESTA TEXAS & DESIGN	74/046,037	1,837,521	REGISTERED	25
3263-0042	Fiesta Texas Inc.	04/05/90	05/24/94		Men's, women's, boy's and girl's clothing, headgear and; namely, bandanas, belts, caps, cardigans, jerseys, neckerchiefs, polo shirts, sandals, sweatshirts, t-shirts, and wristbands

UNITED STATES

T/3263-43	WHERE THE SPIRIT OF TEXAS COME	74/378,434	1,847,477	REGISTERED	41
3263-0043	Fiesta Texas Inc.	04/13/93	07/26/94		Amusement park services

UNITED STATES

T/3263-44	FIESTA TEXAS & DESIGN	74/255,961	1,851,030	REGISTERED	6
3263-0044	Fiesta Texas Inc.	03/16/92	08/23/94		Statuette of non-precious metal, metal key chains, metal key rings and metal money clips

UNITED STATES

TRADEMARK PORTFOLIO AS OF 11/03/99

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FILE COMPUTER# COUNTRY	TRADEMARK OWNER	SERIAL NUMBER FILING DATE	REG. NUMBER REG. DATE	STATUS	CLASS GOODS
T/3263-45 3263-0045 UNITED STATES	SAN ANTONIO SAM Fiesta Texas Inc.	74/482,357 01/28/94	1,888,927 04/11/95	REGISTERED	41 Theme park services
T/3263-46 3263-0046 UNITED STATES	STREETMOSPHERE Fiesta Texas Inc.	74/529,902 05/26/94	1,891,441 04/25/95	REGISTERED	41 Entertainment services, namely theme park services
T/3263-47 3263-0047 UNITED STATES	THE RATTLER Fiesta Texas Inc.	74/544,190 06/28/94	1,934,341 11/07/95	REGISTERED	41 Theme park services
T/3263-48 3263-0048 UNITED STATES	DESIGN ONLY Fiesta Texas Inc.	74/487,807 02/07/94	1,950,076 01/23/96	REGISTERED	41 Theme park services
T/3263-49 3263-0049 UNITED STATES	THE RATTLER Fiesta Texas Inc.	74/543,488 06/20/95	1,978,847 06/04/96	REGISTERED	41 Golf course services in the nature of a particular hole
T/3263-4 3263-0004 UNITED STATES	FIESTA TEXAS & DESIGN Fiesta Texas Inc.	74/046,044 04/05/90	1,692,904 06/09/92	REGISTERED	16 Bookmarks and bumper stickers

REEL: 002263 FRAME: 0991

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FILE#	COMPUTER#	COUNTRY	TRADEMARK OWNER	SERIAL NUMBER FILING DATE	REG. NUMBER REG. DATE	STATUS	CLASS GOODS
T/3263-5	3263-0005	UNITED STATES	FIESTA TEXAS Fiesta Texas Inc.	74/046,005 04/05/90	1,693,240 06/09/92	REGISTERED	28 Games and playthings, namely toy banks, christmas tree ornaments, plush toys, and rubber action balls
T/3263-11	3263-0011	UNITED STATES	LONESTAR SPECTACULAR Fiesta Texas Inc.	74/511,458 04/12/94	2,272,466 08/14/99	REGISTERED	41 Amusement park services
T/3263-8	3263-0008	UNITED STATES	FIESTA TEXAS Fiesta Texas Inc.	74/046,007 04/05/90	1,717,122 09/15/92	REGISTERED	25 Men's women's boys', and girls; clothing, headgear and footwear; namely, caps, neckerchiefs and t-shirts
T/3263-7	3263-0007	UNITED STATES	FIESTA TEXAS Fiesta Texas Inc.	74/046,011 04/05/90	1,721,108 09/29/92	REGISTERED	21 Kitchenware; namely, containers for food, plastic drink coolers, drinking glasses, and mugs
T/3263-6	3263-0006	UNITED STATES	FIESTA TEXAS Fiesta Texas Inc.	74/800,686 04/05/90	1,712,688 09/01/92	REGISTERED	16 Bookmarks and bumper stickers
T/3263-2	3263-0002	UNITED STATES	FIESTA TEXAS Fiesta Texas Inc.	74/000,835 11/16/89	1,730,178 11/03/92	REGISTERED	41 Amusement park services

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FILE#	TRADEMARK	SERIAL NUMBER	REG. NUMBER	STATUS	CLASS
COMPUTER#		FILING DATE	REG. DATE		GOODS
COUNTRY	OWNER				
T/3264-2	FUNTRICITY	74/607,148	2,019,732	REGISTERED	41
3264-0002	Funtricity Family Entertainment Parks	12/05/94	11/26/96		Entertainment services on the nature of indoor and outdoor family entertainment centers, including amusement park rides, batting cages, miniature golf courses, sports and game facilities, video game arcades, virtual reality machines, go cart courses, redemption games, children's play areas and interactive audiovisual exhibitions and live shows
UNITED STATES					
T/3264-2	FUNTRICITY	74/607,148	2,019,732	REGISTERED	42
3264-0002	Funtricity Family Entertainment Parks	12/05/94	11/26/96		Providing banquet, party and social function facilities for special occasions and party planning services; and restaurant services
UNITED STATES					
T/3264-3	KIDTRICITY KINGDOM	74/654,538	2,011,109	REGISTERED	41
3264-0003	Funtricity Family Entertainment Parks	03/31/95	10/22/96		Entertainment services in the nature of indoor and outdoor family entertainment centers, including amusement park rides, batting cages, miniature golf courses, sports and game facilities, video games, arcades, virtual reality machines, go cart courses, redemption games, children's play areas and interactive audiovisual exhibitions and live shows
UNITED STATES					
T/3264-4	KIDTRICITY KASTLE	74/654,540	2,009,117	REGISTERED	41
3264-0004	Funtricity Family Entertainment Parks	03/31/95	10/15/96		Entertainment services in the nature of indoor and outdoor family entertainment centers, including amusement park rides, batting cages, miniature golf courses, sports and game facilities, video game arcades, virtual reality machines, go cart courses, redemption games, children's play areas and interactive audiovisual exhibitions and live shows
UNITED STATES					

RECORDED: 03/28/2001

TRADEMARK
REEL: 002263 FRAME: 0993