

07-24-2002



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U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Six Flags, 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: July 8, 2002

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

Name: Lehman Commercial Paper Inc., asAdministrative AgentInternal Address: 745 7th Avenue

Street Address: _____

City: New York State: NY ZIP: 10019

- ☐ 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
 (Designations 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)

76/147,317

B. Trademark Registration No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Robyn Rahbar, Esq.Internal Address: Simpson Thacher & BartlettStreet Address: 425 Lexington AvenueCity: New York State: NY ZIP: 100176. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$40.00
☐ Enclosed
☒ Authorized to be charged to credit card

8. Deposit account number: _____

07/24/2002 DBYRNE 00000160 76147317

DO NOT USE THIS SPACE

FC:481

40.00 DP

9. Signature.

Robyn Rahbar, Esq.
 Name of Person Signing

Robyn Rahbar
 Signature

7/23/02
 Date

Total number of pages including cover sheet, attachments, and documents: 8

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated as of July 8, 2002 is made by SIX FLAGS, INC, a Delaware corporation (the “Parent”), in favor of LEHMAN COMMERCIAL PAPER INC., as administrative agent (the “Administrative Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Amended and Restated Credit Agreement, dated as of July 8, 2002 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Parent, SIX FLAGS OPERATIONS INC., a Delaware corporation (“Holdings”), SIX FLAGS THEME PARKS INC., a Delaware corporation (the “Primary Borrower”), each FOREIGN SUBSIDIARY BORROWER, the several banks and other financial institutions or the Lenders, THE BANK OF NEW YORK and BANK OF AMERICA, N.A., as syndication agents (collectively, in such capacity, the “Syndication Agents”), CREDIT LYONNAIS, NEW YORK BRANCH, as documentation agent (in such capacity, the “Documentation Agent”), and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, the Credit Agreement amends and restates in its entirety the Credit Agreement, dated as of November 5, 1999 (as amended, supplemented or otherwise modified from time to time prior to the date hereof, the “Existing Credit Agreement”), among Parent (formerly known as Premier Parks Inc.), Holdings (formerly known as Premier Parks Operations Inc.), the Primary Borrower, the Foreign Subsidiary Borrowers from time to time parties thereto, the Lenders parties thereto, the Administrative Agent and the other agents parties thereto; and

WHEREAS, pursuant to the Existing Credit Agreement, Parent, Holdings, the Primary Borrower and each of the Subsidiaries of Holdings (collectively, the “Grantors”) executed and delivered the Guarantee and Collateral Agreement, dated as of November 5, 1999 or an Assumption thereof (as amended, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), in favor of the Administrative Agent, and certain other Security Documents; and

WHEREAS, pursuant to the Credit Agreement, the Grantors have executed and delivered a Consent and Confirmation, dated as of July 8, 2002, agreeing that the obligations of such Grantors under the Guarantee and Collateral Agreement and the other Security Documents to which it is a party shall remain in full force and effect upon the effectiveness of the Credit Agreement and the Loan Documents; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Parent has duly authorized the execution, delivery and performance of this Agreement;

053113-1215-10066-NY02.2197704.1

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, Parent agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Parent hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment, performance and observance of the Obligations.

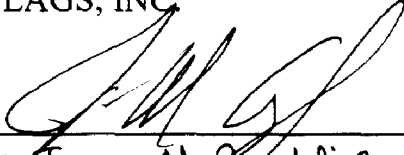
SECTION 3. Purpose. This Agreement has been executed and delivered by the Parent for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Parent does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SIX FLAGS, INC

By: 
Name: James N. Laughlin
Title: V. P. and General Counsel

LEHMAN COMMERCIAL PAPER INC.,
as Administrative Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

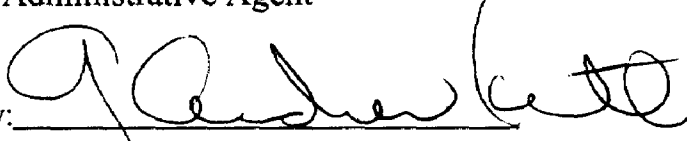
SIX FLAGS, INC.

By: _____

Name:

Title:

LEHMAN COMMERCIAL PAPER INC.,
as Administrative Agent

By: 
Name: _____
Title: _____

G. Andrew Keith
Authorized Signatory

STATE OF NEW YORK)

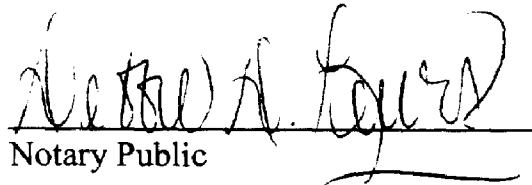
) ss

COUNTY OF NEW YORK)

3rd

On the day of July, 2002, before me personally came

James M. Coughlin, who is personally known to me to be the V.P. and General Counsel of SIX
FLAGS, INC, a Delaware corporation; who, being duly sworn, did depose and say that she/he is
the V.P. and General Counsel in such corporation, the corporation described in and which
executed the foregoing instrument; that she/he executed and delivered said instrument pursuant
to authority given by the Board of Directors of such corporation; and that she/he acknowledged
said instrument to be the free act and deed of said corporation.


Notary Public

DEBBIE D. LEWIS
NOTARY PUBLIC, State of New York
No. 011E6034721
Qualified in Bronx County
Commission Expires December 13, 2005

STATE OF NEW YORK)

) ss

COUNTY OF NEW YORK)

On the 5 day July, 2002, before me personally came G. Andrew Keith, who is personally known to me to be the Authorized Signatory of LEHMAN COMMERCIAL PAPER INC.; who, being duly sworn, did depose and say that she/he is the Authorized Signatory in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Margherita De Louisa
Notary Public

MARGHERITA DeLOUISA
Registration # 01DE4842124
New York County, State of New York
License Expires 6/30/2003

SCHEDULE A

U.S. Trademarks Applications

<u>Title</u>	<u>App. No.</u>
WORLDWIDE THRILLS	76/147,317