

01-10-2003



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RE

102334023

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): 116.03 Malibu Entertainment Worldwide, Inc.

- Individual(s) Association General Partnership Limited Partnership [X] Corporation-State Georgia Other

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

- 3. Nature of conveyance: [X] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [ ] Other

Execution Date: 12/13/2002

2. Name and address of receiving party(ies) Festival Fun Parks, LLC d/b/a Palace Entertainment

Name: Internal Address: Street Address: 18300 Von Karman, Suite 900 City: Irvine State: CA Zip: 92612

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State [X] Other Delaware limited liability company

If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [ ] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [ ] Yes [ ] No

4. Application number(s) or registration number(s): A. Trademark Application No.(s)

1442558

Additional number(s) attached [X] Yes [ ] No

B. Trademark Registration No.(s) see attached

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

Name: Josh S. Ridout, Esq.

Internal Address:

Street Address: Paul, Hastings, Janofsky & Walker LLP

515 South Flower Street, 25th Floor

City: Los Angeles State: CA Zip: 90071-2228

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 3.41): \$ 415.00

- [X] Enclosed [ ] Authorized to be charged to deposit account

8. Deposit account number: 16-0752

DO NOT USE THIS SPACE

9. Signature.

Josh S. Ridout

Name of Person Signing

Signature

Signature

1/6/03

Date

15

01/09/2003 BBYRNE 00000211 1882558

Total number of pages including cover sheet, attachments, and document:

01 FC:8521 02 FC:8522

40.00 OP 375.00 OP

documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002646 FRAME: 0546

**Attachment to Trademark Recordation Cover Sheet**

<b>Trademark</b>	<b>Registration Number</b>
Mountasia Family Funcenters	1,882,558
Mountasia Family Fun Center (and Design)	2,011,552
Malibu Speedzone	2,468,658
Malibu Speedzone (and Design)	2,463,078
Speedzone	2,306,846
Speedzone Cafe	2,306,845
Speedzone Cafe (and Design)	2,299,235
Fast Cars, Good Food, and a Bunch of Other Stuff We Think is Cool	2,198,149
Slick Trax	2,226,880
Turbo Track	2,189,337
Speedway Golf	2,189,336
Speedway Golf (and Design)	2,273,434
Electric Alley	2,189,335
Winners Circle	2,474,715
Wanna Race?	2,399,455
Adrenaline Club	2,596,057

# INTELLECTUAL PROPERTY SALE AND PURCHASE AGREEMENT

This Intellectual Property Sale and Purchase Agreement (this "Agreement"), dated as of December 13, 2002, is entered into by and among **MALIBU ENTERTAINMENT WORLDWIDE, INC.**, a Georgia corporation ("MEWI"), **MALIBU GRAND PRIX CORPORATION**, a Delaware corporation and a wholly-owned subsidiary of MEWI ("MGPC"), **MOUNTASIA FAMILY ENTERTAINMENT CENTERS, INC.**, a Texas corporation and a wholly-owned subsidiary of MEWI ("MFECI"), **MALIBU CENTERS, INC.**, a Delaware corporation and a wholly-owned subsidiary of MFECI ("MCI"), **AMUSEMENT MANAGEMENT FLORIDA, INC.**, a Florida corporation and a wholly-owned subsidiary of MGPC ("AMFI") and **REDONDO BEACH CASTLE MGPC, INC.**, a California corporation and wholly-owned subsidiary of MGPC ("RBC") (MEWI, MGPC, MFECI, MCI, AMFI, and RBC are each referred to in this Agreement individually as a "Seller" and collectively as the "Sellers"), and **FESTIVAL FUN PARKS, LLC**, a Delaware limited liability company doing business as **PALACE ENTERTAINMENT** (the "Purchaser").

## RECITALS

WHEREAS, prior to July 5, 2002, Sellers were in the business of owning and operating certain family entertainment centers located in the States of California, Texas, Georgia, and Florida doing business under the names "Malibu Castle", "Malibu Speed Zone", "Malibu Grand Prix" and "Mountasia Family Fun Centers" (collectively, the "Sold Centers"); and

WHEREAS, Sellers and certain of their Affiliates are currently in the business of owning and operating certain family entertainment centers located in the States of Texas, Nevada, and Oregon as described on Schedule 2 attached to this Agreement (collectively, the "Retained Centers"); and

WHEREAS, effective July 5, 2002, Purchaser acquired all or substantially all of the assets, properties, and operations of Sellers used in connection with the business conducted by Sellers exclusively from the Sold Centers (the "Sold Business"), pursuant to the terms and conditions set forth in that certain Agreement for Purchase and Sale of Assets and Joint Escrow Instructions, dated as of March 20, 2002, as amended (the "Purchase Agreement"), entered into by and among Sellers, Purchaser, and Stewart Title Guaranty Company, a Texas corporation; and

WHEREAS, the intellectual property rights of Sellers, including patents, patent applications, trade secrets, trademarks, and trade names used in connection with the operation of the Sold Business, were expressly excluded from the assets and properties of Sellers acquired by Purchaser pursuant to the Purchase Agreement, and instead certain of the intellectual property rights of Sellers were licensed to Purchaser pursuant to that certain License Agreement, dated as of July 5, 2002, entered into between Sellers, as the licensors, and Purchaser, as the licensee (the "Purchaser License Agreement"); and

WHEREAS, Purchaser now desires to acquire from Sellers, and Sellers now desire to sell to Purchaser, all the intellectual property rights and certain related tangible assets of Sellers owned by Sellers and used by Sellers prior to July 5, 2002 in connection with the Sold Business, including, but not limited to, those intellectual property rights licensed under the Purchaser License Agreement, and Purchaser further desires to assume from Sellers certain liabilities of Sellers related to such intellectual property rights and certain related tangible assets, all upon the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, in connection with the closing of such sale and purchase of the intellectual property rights and certain related tangible assets of Sellers, Purchaser and Sellers mutually desire to terminate the Purchaser License Agreement effective upon the closing under this Agreement; and

WHEREAS, immediately following the closing under this Agreement, Sellers and certain of their Affiliates desire to license from Purchaser, and Purchaser desires to license to Sellers and certain of their Affiliates, all the intellectual property rights and certain related tangible assets acquired by Purchaser pursuant to this Agreement, upon the terms and subject to the conditions set forth in this Agreement and the Sellers License Agreement attached to this Agreement as **Exhibit A** (the "Sellers License Agreement").

NOW, THEREFORE, in consideration of the mutual promises, representations, warranties, and covenants set forth in this Agreement, and the other good and valuable consideration exchanged between the parties, the receipt and sufficiency of which is hereby acknowledged, the parties intending to be legally bound agree as follows:

### AGREEMENTS

1. **DEFINITIONS.** As used in this Agreement, the terms defined in **Schedule 1** attached to this Agreement have the meanings given to them therein. Other terms may be defined elsewhere in this Agreement and have the meanings so given to them.

2. **SALE AND PURCHASE.**

(a) **Acquired Assets.** Upon the terms and subject to the conditions set forth in this Agreement, at the Closing (as defined in **Section 5(a)** below), Sellers will sell, transfer, convey, assign, and deliver to Purchaser, and Purchaser thereupon will purchase, acquire, and assume from Sellers, all the right, title, and interest of Sellers in and to the following intellectual property rights and certain related tangible assets of Sellers, as their respective interests may appear, as the same exist on the Closing Date (as defined in **Section 5(a)** below) (collectively, the "Acquired Assets"):

(i) **Intellectual Property.** All the Marks listed on **Schedule 2(a)(i)-A** attached to this Agreement, the Patents listed on **Schedule 2(a)(i)-B** attached to this Agreement, the Trade Secrets listed on **Schedule 2(a)(i)-C** attached to this Agreement, and the Copyrights owned by Sellers and used in conducting the Sold Business on or prior to July 5, 2002, including, but not limited to, any Copyrights listed on **Schedule 2(a)(i)-D** attached to this Agreement (collectively, the "Intellectual Property");

(ii) **Domain Name Registrations.** The Internet domain name registrations listed on **Schedule 2(a)(ii)** attached to this Agreement (the “Domain Name Registrations”);

(iii) **Molds, Blueprints, and Other Tangible Assets.** All the molds, casts, die casts, and one copy of all drawings, diagrams, sketches, models, blueprints, and other documents describing or embodying any of the Trade Secrets (collectively, the “Molds”);

(iv) **Assigned Contracts.** The Contracts listed on **Schedule 2(a)(iv)** attached to this Agreement relating to any of the Intellectual Property, Domain Name Registrations, or Molds (the “Assigned Contracts”); and

(v) **Goodwill.** All the goodwill of the Sold Business identified by the Marks.

(b) **Excluded Assets.** Notwithstanding any provision of this Agreement to the contrary, Purchaser will not acquire from Sellers under this Agreement, and the Acquired Assets will not include, any of the following assets or properties of Sellers (the “Excluded Assets”):

(i) **Corporate Names.** All right, title, and interest of Sellers or any of their Subsidiaries or Affiliates in and to any of the corporate names listed on **Schedule 2(b)(i)** attached to this Agreement, each of which is the corporate name of a Seller or Subsidiary or Affiliate of a Seller on file with the Secretary of State or other applicable Governmental Body in the applicable state of incorporation of such Seller or Subsidiary or Affiliate of such Seller (the “Corporate Names”); and

(ii) **Other Excluded Assets.** All right, title, and interest in and to any assets, properties, or business of Sellers, other than the Acquired Assets, and any assets, properties, or business of any Subsidiary or Affiliate of any Seller, including, without limitation, any of the assets, properties, or business listed on **Schedule 2(b)(ii)** attached to this Agreement.

### 3. **ASSUMPTION OF LIABILITIES.**

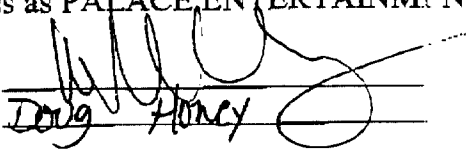
(a) **Assumed Liabilities.** At the Closing, Purchaser will assume, become responsible for, and obligated to pay, perform, and discharge the unfulfilled liabilities or obligations of Sellers arising or accruing after the Closing Date under the Assigned Contracts, to the extent such Assigned Contracts have not been terminated and there is no default in the material terms thereof on the Closing Date (the “Assumed Liabilities”).

(b) **Excluded Liabilities.** Notwithstanding any provision of this Agreement to the contrary, Purchaser shall not assume, become responsible for, or otherwise obligated to pay, perform, or discharge pursuant to this Agreement any liabilities or obligations of Sellers (whether known or unknown and whether accrued, absolute, contingent, or otherwise), other than the Assumed Liabilities.

IN WITNESS WHEREOF, each of the parties to this Agreement has executed this Agreement, or has caused this Agreement to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

**PURCHASER:**

FESTIVAL FUN PARKS, LLC, a Delaware limited liability company doing business as PALACE ENTERTAINMENT

By:   
Its: Doug Honey

**SELLERS:**

MALIBU ENTERTAINMENT WORLDWIDE, INC., a Georgia corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

MALIBU GRAND PRIX CORPORATION, a Delaware corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

MOUNTASIA FAMILY ENTERTAINMENT CENTERS, INC., a Texas corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

MALIBU CENTERS, INC., a Delaware corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

AMUSEMENT MANAGEMENT FLORIDA, INC., a Florida corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

REDONDO BEACH CASTLE MGPC, INC., a California corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

## LIST OF SCHEDULES AND EXHIBITS

### Schedules

Schedule 1	-	Definitions
Schedule 2	-	Retained Centers
Schedule 2(a)(i)-A	-	Marks
Schedule 2(a)(i)-B	-	Patents
Schedule 2(a)(i)-C	-	Trade Secrets
Schedule 2(a)(i)-D	-	Copyrights
Schedule 2(a)(ii)	-	Domain Name Registrations
Schedule 2(a)(iv)	-	Assigned Contracts
Schedule 2(b)(i)	-	Corporate Names
Schedule 2(b)(ii)	-	Other Excluded Assets
Schedule 8(c)	-	Title to Acquired Assets; No Liens
Schedule 8(f)	-	No Litigation

### Exhibits

Exhibit A	-	Form of Sellers License Agreement
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## SCHEDULE 1

### DEFINITIONS

“Affiliate” means any Person that, directly or indirectly, controls, is controlled by, or under common control with, another Person. For purposes of this definition, the terms “control” and “controlled by” and “under common control with”, as used with respect to any Person, mean the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by Contract, or otherwise.

“Agreement” has the meaning given that term in the opening paragraph of the Agreement, as such may be amended from time to time.

“Consent” means any approval, consent, ratification, waiver, or other authorization.

“Contract” means any contract, agreement, obligation, promise, purchase order, sales order, license, lease, commitment, arrangement, or undertaking (whether written or oral, and whether express or implied) that is legally binding.

“Copyrights” means all copyrights (registered and unregistered) in both published works and unpublished works.

“Governmental Body” means any (i) nation, state, county, city, town, village, district, or other jurisdiction of any nature, (ii) federal, state, local, municipal, foreign, or other government, (iii) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal), (iv) multi-national organization or body, or (v) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

“Knowledge” means the actual awareness of the executive officers of Sellers, which is acquired in the ordinary course of business.

“Legal Requirement” means any federal, state, local, municipal, foreign, international, multi-national, or other administrative order, constitution, law, ordinance, principle of common law, regulation, statute, or treaty.

“Liens” means all claims, liens, judgments, security interests, pledges, leases, conditional sale contracts, rights of first refusal, options, charges, liabilities, obligations, agreements, powers of attorney, limitations, reservations, restrictions, and other encumbrances or adverse claims of every kind and nature, including any restriction on use, voting, transfer, receipt of income, or exercise of any attribute of ownership.

“Marks” means all fictional business names, trading names, registered and unregistered trademarks, service marks, intent-to-use applications, and applications for registration.

“Patents” means all patents, patent applications, and rights of Sellers to inventions and discoveries described therein.



“Person” includes any individual, partnership, joint venture, limited partnership, limited liability company, trust, estate, corporation, association, custodian, trustee, executor, administrator, or other entity or Governmental Body.

“Proceeding” means any action, audit, hearing, investigation, litigation, or suit (whether civil, criminal, administrative, investigative, or informal) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Body.

“Registered Intellectual Property” means all Intellectual Property constituting United States, international, foreign and state (i) registered trademarks or service marks, applications to register trademarks or service marks, intent-to-use applications, or other registrations or applications related to trademarks or service marks, (ii) registered copyrights and applications for copyright registration, (iii) patents, patent applications, and the like, (iv) domain name registrations and (v) any other Intellectual Property that is the subject of an application, certificate, filing, registration or other document issued by, filed with, or recorded by, any Governmental Body. The Registered Intellectual Property expressly does not include any abandoned registrations or applications with respect to any of the Intellectual Property.

“Subsidiary” means, any corporation, partnership, or other legal entity of which the Sellers, Purchaser, or any other Person, as the case may be (either alone or through or together with another Subsidiary), owns, directly or indirectly, 50% or more of the capital stock or other equity interests the holders of which are generally entitled to vote for the election of the board of directors or other governing body of such corporation, partnership, or other legal entity.

“Trade Secrets” means all know-how, trade secrets, confidential information, customer lists, software, technical information and documentation, data, process technology, manufacturing instructions, formula, diagrams, plans, drawings, research records, and blueprints.

“Transaction” means the sale and purchase of the Acquired Assets, and assumption of the Assumed Liabilities, and performance of the other agreements and covenants as described in or required by this Agreement.

“Transaction Documents” means this Agreement, the Sellers License Agreement, and the other documents and instruments referred to in the Agreement, and exhibits, schedules, and lists related to each of the foregoing, as applicable to each of Sellers and Purchaser.

**MARKS**

**I. Trademarks**

See Attached.

**II. TradeNames**

Redondo Beach Castle MGPC, Inc.

Puente Hills SpeedZone

Redwood City Castle MGPC, Inc.

Tampa Castle MGPC, Inc.

Mountasia of North Cobb

Gwinnett MGPC, Inc.

Dallas SpeedZone

Mountasia of Kingwood

San Antonio Castle MGPC, Inc.

Mountasia of Willowbrook

Malibu Castle

www.mountasia.com

www.mountasia.net

www.mountasia.biz

www.mountasia.info

www.malibugrandprix.com

www.malibugrandprix.biz

www.malibugrandprix.info

www.speedzone.com

www.speedzone.biz

www.speedzone.info

www.malibuspeedzone.com

www.malibuspeedzone.biz

www.malibuspeedzone.info

**TRADEMARKS**

File No	Ctry	Status	Trademark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Due Date for Required Use	Next Action
4033.2-3	US	REG	MOUNTASIA FAMILY FUNCENTERS	74/463,953	29-Nov-93	1,882,558	07-Mar-95	--	Renewal Due 07-Mar-05
4033.2-4	US	REG	MOUNTASIA FAMILY FUN CENTER AND DESIGN	74,673,130	27-Apr-95	2,011,552	29-Oct-96	--	Renewal Due 29-Oct-06
4033.5-1	AR	REG	SPEEDZONE	2,093,222	18-Jul-97	1,694,323	08-Oct-98	Within 5 years of registration	Proof of Use Due 08-Oct-03 Renewal Due 08-Oct-08
4033.5-2	BR	ABD	SPEEDZONE	820302031	01-Oct-97	--	--	--	Abandoned
4033.5-3	EM	REG	SPEEDZONE	590,752	22-Jul-97	590,752	22-Jul-97	Within 5 years of registration	Proof of Use Due 04-Mar-04 Renewal Due 22-Jul-07
4033.5-4	MX	REG	SPEEDZONE	462493	13-Dec-00	742246	09-Apr-02	Continuous use for 3 years	Renewal Due 13-Dec-10
4033.5-5	AR	REG	SPEEDZONE	2093223	18-Jul-97	1809654	06-Nov-00	Within 5 years Of registration	Proof of Use Due 06-Nov-05 Renewal Due 06-Nov-10
4033.5-6	MX	REG	SPEEDZONE	462495	13-Dec-00	742248	09-Apr-02	Continuous use for 3 years	Renewal Due 13-Dec-10
4033.5-7	BR	ABD	SPEEDZONE	820302023	01-Oct-97	--	--	--	Abandoned
4033.5-8	US	REG	SPEEDZONE	74/387,689	06-May-93	1,831,253	19-Apr-94	--	Renewal Due 19-Apr-04
4033.6-1	AR	REG	MALIBU SPEEDZONE	2,093,224	18-Jul-97	1,694,324	08-Oct-98	Within 5 years of registration	Proof of Use Due 08-Oct-03 Renewal Due 08-Oct-08
4033.6-2	BR	ABD	MALIBU SPEEDZONE	820302015	01-Oct-97	--	--	--	Abandoned
4033.6-3	EM	REG	MALIBU SPEEDZONE	590,786	22-Jul-97	590,786	22-Jul-97	Within 5 years of registration	Proof of Use Due 04-Mar-04 Renewal Due 22-Jul-07
4033.6-4	MX	REG	MALIBU SPEEDZONE	307,119	08-Sep-97	621,067	31-Aug-99	Continuous use for 3 years	Renewal Due 08-Sep-07
4033.6-5	AR	REG	MALIBU SPEEDZONE	2,093,225	18-Jul-97	1,809,655	06-Nov-00	Within 5 years of registration	Proof of Use Due 06-Nov-05 Renewal Due 06-Nov-10
4033.6-6	MX	REG	MALIBU SPEEDZONE	462494	13-Dec-00	742247	09-Apr-02	Continuous use for 3 years	Renewal Due 13-Dec-10
4033.6-7	BR	ABD	MALIBU SPEEDZONE	820302040	01-Oct-97	--	--	--	Abandoned
4033.7-1	US	REG	MALIBU SPEEDZONE	75/334,124	01-Aug-97	2,468,658	17-Jul-01	--	Affidavit of Use Due 17-Jul-07 Renewal Due 17-Jul-11
4033.8-1	US	REG	MALIBU SPEEDZONE AND DESIGN	75/351,249	03-Sep-97	2,463,078	26-Jun-01	--	Affidavit of Use Due 26-Jun-07 Renewal Due 26-Jun-11
4033.9-1	US	REG	SPEEDZONE	75/334,123	01-Aug-97	2,306,846	11-Jan-00	--	Affidavit of Use Due 11-Jan-06

**TRADEMARK**

**REEL: 002646 FRAME: 0556**

File No	Ctry	Status	Trademark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Due Date for Required Use	Next Action
4033.10-1	US	REG	SPEEDZONE CAFÉ	75/334,109	01-Aug-97	2,306,845	11-Jan-00	--	Renewal Due 11-Jan-10
4033.11-1	US	REG	SPEEDZONE CAFE AND DESIGN	75/351,245	03-Sep-97	2,299,235	14-Dec-99	--	Affidavit of Use Due 11-Jan-06 Renewal Due 11-Jan-10
4033.12-1	US	REG	FAST CARS, GOOD FOOD AND A BUNCH OF OTHER STUFF WE THINK IS COOL	75/351,362	03-Sep-97	2,198,149	20-Oct-98	--	Affidavit of Use Due 14-Dec-05 Renewal Due 14-Dec-09
4033.13-1	US	ABD	GRAND PRIX	75/334,122	01-Aug-97	--	--	--	Affidavit of Use Due 20-Oct-04 Renewal Due 20-Oct-08
4033.14-1	US	REG	SLICK TRAX	75/334,120	01-Aug-97	2,226,880	23-Feb-99	--	Abandoned
4033.15-1	US	REG	TURBO TRACK	75/334,119	01-Aug-97	2,189,337	15-Sep-98	--	Affidavit of Use Due 23-Feb-05 Renewal Due 23-Feb-09
4033.16-1	US	REG	SPEEDWAY GOLF	75/334,118	01-Aug-97	2,189,336	15-Sep-98	--	Affidavit of Use Due 15-Sep-04 Renewal Due 15-Oct-08
4033.17-1	US	REG	SPEEDWAY GOLF AND DESIGN	75/351,246	03-Sep-97	2,273,434	31-Aug-99	--	Affidavit of Use Due 15-Sep-04 Renewal Due 15-Sep-08
4033.18-1	US	REG	ELECTRIC ALLEY	75/334,117	01-Aug-97	2,189,335	15-Sep-98	--	Affidavit of Use Due 31-Aug-09 Renewal Due 31-Aug-09
4033.19-1	US	REG	WINNER'S CIRCLE	75/334,116	01-Aug-97	2,474,715	07-Aug-01	--	Affidavit of Use Due 15-Sep-04 Renewal Due 15-Sep-08
4033.21-1	US	REG	VIRAGE	73/187,089	27-Sep-78	1,123,212	31-Jul-79	--	Affidavit of Use Due 07-Aug-07 Renewal Due 07-Aug-11
4033.21-2	US	REG	VIRAGE	73/488,746	06-Jul-84	1,420,487	09-Dec-86	--	Renewal Due 31-Jul-09
4033.21-3	US	REG	VIRAGE	73/488,998	09-Jul-84	1,367,745	29-Oct-85	--	Renewal Due 09-Dec-06
4033.21-4	AR	ABD	VIRAGE	1677257	05-Jan-89	1342173	14-Apr-89	--	Renewal Due 29-Oct-05
4033.21-5	CA	ABD	VIRAGE	474,964	02-Sep-81	294,031	10-Aug-84	--	Abandoned
4033.21-6	ES	ABD	VIRAGE	1,297,246	23-Jan-89	1,297,246	20-Mar-90	--	Abandoned
4033.21-7	FR	ABD	VIRAGE	321570	27-Nov-91	1708171	27-Nov-91	--	Abandoned
4033.21-8	GR	ABD	VIRAGE	106243	11-Oct-91	106243	17-Jul-94	--	Abandoned

TRADEMARK

REEL: 002646 FRAME: 0557

File No	Ctry	Status	Trademark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Due Date for Required Use	Next Action
4033.21-9	ID	ABD	VIRAGE	350/92	11-Jan-92	315840	09-Nov-94	--	Abandoned
4033.21-10	IT	ABD	VIRAGE	M191C 009334	20-Dec-91	628546	11-Apr-95	--	Abandoned
4033.21-11	JP	REG	VIRAGE	3706/1989	13-Jan-89	2677361	29-Jun-94	Within 3 years preceding renewal	Renewal Due 29-Jun-04
4033.21-12	MX	ABD	VIRAGE	126931	14-Nov-91	415434	02-Jun-92	--	Abandoned
4033.21-13	PT	ABD	VIRAGE	295724	04-Nov-93	295724	18-Jan-95	--	Abandoned
4033.21-14	SA	REG	VIRAGE	583	13-Oct-84	139/30	22-Jun-86	Continuous Use for 5 years	Renewal Due 08-Mar-04
4033.21-15	TW	ABD	VIRAGE	80047255	17-Oct-91	56234	15-Mar-92	--	Abandoned
4033.22-1	US	REG	MALIBU GRAND PRIX	183,392	24-Aug-78	1,129,698	22-Jan-80	--	Renewal Due 22-Jan-10
4033.22-2	US	REG	MALIBU GRAND PRIX	488,747	06-Jul-84	1,356,549	27-Aug-85	--	Renewal Due 27-Aug-05
4033.22-3	US	REG	MALIBU GRAND PRIX	73/488,748	06-Jul-84	1,358,550	03-Sep-85	--	Renewal Due 03-Sep-05
4033.22-4	AR	ABD	MALIBU GRAND PRIX	1677424	05-Jan-89	1333619	22-Feb-89	--	Abandoned
4033.22-5	AU	REG	MALIBU GRAND PRIX	A508,530	13-Apr-89	A508,530	13-Apr-89	Continuous Use for 3 years	Renewal Due 13-Apr-06
4033.22-6	CA	ABD	MALIBU GRAND PRIX	433,255	04-Dec-78	300,218	22-Feb-85	--	Abandoned
4033.22-7	DE	ABD	MALIBU GRAND PRIX	M 45409/28	10-Nov-78	993167	09-Nov-88	--	Abandoned
4033.22-8	ES	ABD	MALIBU GRAND PRIX	895,320	14-Dec-78	895,320	03-May-79	--	Abandoned
4033.22-9	FR	ABD	MALIBU GRAND PRIX	967056	17-Nov-88	1498611	28-Apr-89	--	Abandoned
4033.22-10	GB	ABD	MALIBU GRAND PRIX	1103953	31-Oct-85	B1103953	31-Oct-85		Abandoned
4033.22-11	GR	ABD	MALIBU GRAND PRIX	106241	11-Oct-91	106241	17-Jul-94	--	Abandoned
4033.22-12	ID	ABD	MALIBU GRAND PRIX	349/92	11-Jan-92	315826	11-Jan-92	--	Abandoned
4033.22-13	IT	ABD	MALIBU GRAND PRIX	35122-C/78	10-Nov-78	362,846	23-Jul-85	--	Abandoned

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File No	Ctry	Status	Trademark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Due Date for Required Use	Next Action
4033.22-14	KR	ABD	MALIBU GRAND PRIX	2679/93	20-May-93	25500	20-Dec-94	--	Abandoned
4033.22-15	JP	ABD	MALIBU GRAND PRIX	58305/1989	23-May-89	2448004	31-Aug-92	--	Abandoned
4033.22-16	MX	ABD	MALIBU GRAND PRIX	126930	14-Nov-91	415433	02-Jun-92	--	Abandoned
4033.22-17	NZ	ABD	MALIBU GRAND PRIX	131373	15-Feb-80	B131373	15-Feb-80	--	Abandoned
4033.22-18	PH	ABD	MALIBU GRAND PRIX	37423	26-Jan-79	30470	20-Nov-81	--	Abandoned
4033.22-19	PT	ABD	MALIBU GRAND PRIX	295723	04-Nov-93	295723	18-Jan-95	--	Abandoned
4033.22-20	EM	ABD	MALIBU GRAND PRIX	194,902	01-Apr-96	--	--	--	Abandoned
4033.22-21	VE	REG	MALIBU GRAND PRIX	100.639-F	07-Oct-82	100.639-F	07-Oct-82	Continuous Use for 3 years	Renewal Due 07-Oct-07
4033.22-22	TW	ABD	MALIBU GRAND PRIX	7819964	01-May-89	39,423	16-Oct-89	--	Abandoned
4033.23-1	US	ABD	MALIBU GRAND PRIX AND DESIGN	73/185,880	18-Sep-78	1,129,701	22-Jan-80	--	Abandoned
4033.23-2	US	REG	MALIBU GRAND PRIX AND DESIGN	565,660	28-Oct-85	1,398,930	24-Jun-86	--	Renewal Due 24-Jun-06
4033.23-3	AU	ABD	MALIBU GRAND PRIX AND DESIGN	A321,888	08-Sep-78	A321,888	08-Sep-78	--	Abandoned
4033.23-AU2	AU	ABD	MALIBU GRAND PRIX AND DESIGN	A321,889	08-Sep-76	A321,889	08-Sep-76	--	Abandoned
4033.23-AU3	AU	ABD	MALIBU GRAND PRIX AND DESIGN	A321,890	08-Sep-78	A321,890	08-Sep-78	--	Abandoned
4033.23-4	ES	ABD	MALIBU GRAND PRIX AND DESIGN	1,309,460	16-Mar-89	1,309,460/2	17-Jun-91	--	Abandoned
4033.23-5	GB	ABD	MALIBU GRAND PRIX AND DEVICE	1164283	06-Nov-81	B,164,283	06-Nov-81	--	Abandoned
4033.23-6	JP	REG	MALIBU GRAND PRIX AND DESIGN	39319/1989	06-Apr-89	2478966	30-Nov-92	Within 3 years preceding renewal	Renewal Due 30-Nov-02
4033.24-1	AU	ABD	RACING CAR DEVICE	A321,884	08-Sep-78	A321,884	08-Sep-78	--	Abandoned
4033.24-AU2	AU	ABD	RACING CAR DEVICE	A321,885	08-Sep-78	A321,885	08-Sep-78	--	Abandoned

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File No	Ctry	Status	Trademark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Due Date for Required Use	Next Action
4033.24-AU3	AU	ABD	RACING CAR DEVICE	A321,886	08-Sep-78	A321,886	08-Sep-78	--	Abandoned
4033.24-AU4	AU	ABD	RACING CAR DEVICE	A321,887	08-Sep-78	A321,887	08-Sep-78	--	Abandoned
4033.24-2	ES	ABD	RACING CAR DEVICE	895,319	14-Dec-78	895,319	03-May-79	--	Abandoned
4033.24-3	IT	ABD	RACING CAR DEVICE	35121-C/78	10-Nov-78	362,845	23-Jul-85	--	Abandoned
4033.24-4	MX	REG	MALIBU SPRINT CAR	168567	25-May-93	438757	03-Aug-93	Continuous use for 3 years	Renewal Due 25-May-03
4033.24-5	SG	ABD	MALIBU GRAND PRIX AND DESIGN	78,263	29-Nov-78	78,263	29-Nov-78	--	Abandoned
4033.24-6	TW	ABD	RACING CAR DEVICE	80047254	17-Oct-91	57056	01-May-92	--	Abandoned
4033.24-7	VE	REG	RACING CAR DEVICE	100,628-F	10-07-82	100,628-F	07-Oct-82	Continuous use for 3 years	Renewal Due 07-Oct-07
4033.24-8	CA	ABD	RACING CAR DEVICE	433,254	04-Dec-78	293,442	27-Jul-84	--	Abandoned
4033.24-9	TW	ABD	RACING CAR DEVICE	7819665	01-May-89	39422	16-Oct-89	--	Abandoned
4033.25-1	US	ABD	MOUNTASIA FANTASY WORLD	74185,000	15-Jul-91	1,686,842	12-May-92	--	Abandoned
4033.26-1	US	ABD	FANTASY GOLF	74175,603	13-Jun-91	1,692,043	09-Jun-92	--	Abandoned
4033.27-1	US	ABD	ELEPHANT PATH	74169,505	23-May-91	1,698,113	30-Jun-92	--	Abandoned
4033.28-1	US	ABD	GIRAFFE JOURNEY	74171,789	31-May-91	1,728,262	27-Oct-92	--	Abandoned
4033.29-1	US	ABD	ZEBRA TRAIL	74176,027	14-Jun-91	1,744,859	05-Jan-93	--	Abandoned
4033.32-1	US	REG	WANNA RACE?	75698,559	04-May-99	2,399,455	31-Oct-00	--	Affidavit of Use Due 31-Oct-06
4033.37-1	US	REG	ADRENALINE CLUB	78031,272	18-Oct-00	2,596,057	16-Jul-02	--	Affidavit of Use Due 16-Jul-08 Renewal Due 16-Jul-12

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RECORDED: 01/06/2003

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