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05-12-2003



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

RECORD # 102554031 TRADEMARKS ONLY

PARTMENT 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.

<p>1. Name of conveying party(ies): Damian's Frosted Fruit U.S.A., Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>Damian's Enterprises, Inc.</u> Internal Address: <u>4111 N. Davis Hwy.</u> Street Address: _____ City: <u>Pensacola</u> State: <u>FL</u> Zip: <u>32503</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State _____ <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>March 24, 2003</u></p>	

<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) <u>2057103</u> <u>2047541</u></p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
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<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Damian's Enterprises, Inc.</u> Internal Address: <u>4111 N. Davis Hwy.</u> Street Address: _____ City: <u>Pensacola</u> State: <u>FL</u> Zip: <u>32503</u></p>	<p>6. Total number of applications and registrations involved: 2</p> <p>7. Total fee (37 CFR 3.41).....\$ _____ <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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DO NOT USE THIS SPACE

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.

Chris
Charles Lewis, President
Name of Person Signing

Signature

3/24/03
Date

Total number of pages including cover sheet, attachments, and document: 10

05/09/2003 J1ALLAWR 00000012 2057103

01 FC:8321
02 FC:8322

40.00 OP
25.00 OP

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

TRADEMARK
REEL: 002734 FRAME: 0429

SECURITY AGREEMENT

This Security Agreement is made this 24th day of March, 2003 by **DAMIAN'S FROSTED FRUIT U.S.A., INC.** ("Grantor") in favor of **DAMIAN'S ENTERPRISES, INC.** (hereinafter referred to as "Creditor", which term means individually, collectively, and interchangeably any, each and/or all of them).

Grantor has agreed to secure the payment and performance of all obligations and liabilities of Grantor to Creditor. For valuable consideration, the receipt of which is hereby acknowledged, Grantor and Creditor agree as follows:

Collateral. To secure payment of all obligations and liabilities of Grantor to Creditor, direct or contingent, due or to become due, now existing or hereafter arising, including, without limitation, all future advances, with interest, attorneys' fees, expenses of collection and costs, and further including, without limitation, obligations to Creditor on promissory notes, checks, overdrafts, letter-of-credit agreements, loan agreements, security documents, endorsements, continuing guaranties, equipment leases and this Security Agreement, including without limitation that certain promissory note dated of even date, in the principal amount of **THREE HUNDRED TEN THOUSAND & 00/100 DOLLARS (\$310,000.00)**, plus interest, costs and attorneys fees pursuant to said promissory note (collectively, the "Obligation"), Grantor grants to Creditor a continuing security interest in, and a right of set-off and compensation against (a) all property of Grantor or in which Grantor has an interest that is now or hereafter on deposit with, in the possession of, under the control of or held by Creditor, and (b) all of Grantor's right, title, and interest in, to, and under, or right to acquire, the following, whether now owned or existing or hereafter acquired or arising and wherever located:

- i) **the slush machines, carts, equipment, and other personal property as more fully described on the attached Exhibit "A" incorporated herein and made a part hereof; and**
- ii) **that certain License Agreement dated of even date by and between Damian's Enterprises, Inc. and Damian's Frosted Fruit U.S.A., Inc., which grant's Grantor: i) the right to use of all trademarks relating or pertaining to Damian's slush drinks, which includes, without limitation, that certain Trademark registered on April 29, 1997, with the United States Patent and Trademark Office, and identified as Trademark Serial No. 75076862, Registration No. 2057103 and and Trademark Serial No. 75-076,861, Registration No. 2,047,541; and ii) the right to use that proprietary formula for the slush drinks produced by Grantor; and**
- iii) **any and all rights relating or pertaining, in any way, to that certain Sale and Assignment Agreement of even date by and between Grantor and Damian's Enterprises, Inc., Chris Lewis, Sigurd Lee and Anthony Jacobs;**
- iv) **any and all rights relating or pertaining to that certain Non-Compete Agreement of even date herein, by and between Grantor and Damian's Enterprises, Inc., Anthony Jacobs and Sigurd Lee; and**
- v) **all accounts, chattel paper (whether tangible or intangible), inventory, equipment, instruments (including promissory notes), investment property, documents, letter-of-credit rights, general intangibles, including without limitation, all payment intangibles and software, and all supporting obligations; and**
- vi) **to the extent related to any of the foregoing, all books, correspondence, credit files, records, invoices and other papers and documents, including, without limitation, to the extent so related, all tapes, cards, computer runs, computer programs and other papers and documents,**

together with all property added to or substituted for any of the foregoing, and all interest, dividends, income, fruits, returns, accessions, profits, distributions, products and proceeds of any of the foregoing, including without limitation all insurance proceeds and refunds of insurance premiums, if any, and all sums that may be due from third parties who may cause damage to any of the foregoing, or from any insurer, whether due to judgment, settlement, or other process, and any and all present and future accounts, contract rights, chattel paper, instruments, documents and notes that may be derived from the sale, lease or other disposition of any of the foregoing (collectively the "Collateral"). The terms "accounts," "instruments," "account debtor," "documents," "equipment," "general intangibles," "inventory," "chattel paper," "investment property," "deposit accounts," "securities accounts," "financial assets," "fixtures" and "proceeds" shall have the meanings provided in the Florida Commercial Laws, as amended from time to time.

Term of Agreement. All Collateral shall remain subject to this Security Agreement until all of the Obligations have been paid in full and the financing statement(s) filed in connection with this Security Agreement have been terminated.

Change of Entity, Address, TIN, Location. Grantor shall not, without the prior written consent of Creditor (i) change Grantor's domicile, name, legal form or taxpayer identification number, (ii) change the state where it is organized, (iii) move the location of its principal place of business or chief executive office, or (iv) move the Collateral from the locations disclosed to Creditor. Additionally, Grantor shall not, without the prior written consent of Creditor, change its organizational existence and shall not, in one transaction or a series of transactions, merge into or consolidate with any other entity, or sell all or substantially all of its assets.

Encumbrance. Except for the security interests in favor of Regions Bank granted of even date herein, Grantor shall not alienate or encumber the Collateral, except for sales of inventory, goods or services in the ordinary course of Grantor's business. Grantor shall not create or permit to exist any lien, claim or security interest on the Collateral except for any lien or security interest in favor of Creditor and any lien or security agreement which Creditor has consented to in writing.

Accounts. If Grantor's accounts are subject to this Security Agreement, Grantor agrees to administer its accounts and the proceeds thereof in a fiduciary capacity for Creditor, take all actions necessary to collect the accounts, and immediately deposit all proceeds of the accounts into Grantor's deposit account with Creditor, or such other account designated by Creditor. Upon request, Grantor shall at any time (a) furnish to Creditor within ten (10) days of request, a list of the accounts, showing the name, address and the amount owed by each account debtor, and (b) mark on all bills, invoices and statements issued in connection with the accounts that the account is subject to a security agreement with Creditor and is payable to Creditor at Creditor's address.

Chattel Paper; Instruments. If Grantor accepts chattel paper or instruments in payment of accounts, goods or services, Grantor shall promptly deliver all such chattel paper and instruments to Creditor in negotiable form.

Access; Preservation of Collateral. Grantor shall at all times permit Creditor, its officers and agents, access to the Collateral and to all books, records and data relating to the Collateral, for inspection and for verification of the existence, condition and value of the Collateral. Grantor shall furnish all assistance and information that Creditor may require to conduct such inspections and verifications. Grantor shall protect and preserve the Collateral, and will execute any additional documents reasonably required to perfect the security interest of Creditor in the Collateral. Creditor is not obligated to exercise any discretionary rights granted herein or to preserve Grantor's rights with respect to the Collateral. Grantor releases Creditor from all liability for loss or damage resulting from any action taken or omitted with respect to the Collateral.

Authorization. Grantor authorizes Creditor to file one or more financing statements, continuations or amendments collectively (the "Financing Statements") describing the Collateral. Any such Financing Statement may be filed without Grantor's signature or the Financing Statements may be signed by Creditor on behalf of Grantor. The Financing Statement may encumber all assets of Grantor.

Acknowledgment. Grantor shall at any time, and from time to time, obtain an acknowledgment, in form and substance satisfactory to Creditor, of any Bailee having possession of any of the Collateral that Bailee holds such Collateral for Creditor: (a) to obtain "control" of any investment properly, deposit accounts, letter of credit rights or electronic chattel papers, with any agreements establishing control to be in form and substance satisfactory to Creditor, and (b) to otherwise ensure the continued perfection and priority of Creditor's security interest in any of the Collateral and the preservation of rights therein.

Representations and Warranties. Grantor represents and warrants that: (a) Grantor's domicile is the State of Florida, (b) the exact legal name of Grantor is as set forth in the initial paragraph of this Agreement, (c) Grantor has title to the Collateral free of any adverse claims, liens, security interests and restrictions on transfer or pledge except as created by this Agreement, (d) all Collateral is genuine, and free from defaults, prepayments, adverse claims, offsets, and defenses, and (e) Grantor has not used any other names or forms to conduct business within the last ten years.

Negative Covenants. Except for the security interests in favor of Regions Bank granted of even date herein, Grantor will not: (a) permit any liens or security interests (other than Creditor's security interest) to attach to any of the Collateral; (b) permit any of the Collateral to be levied upon under legal process; (c) sell, transfer, lease, or otherwise dispose of any of the Collateral or any interest therein, or offer so to do, without the prior written consent of Creditor, except for the sale of inventory, goods or services in the ordinary course of Grantor's business, (d) permit anything to be done that may impair the value of any of the Collateral or the security intended to be afforded by this Agreement; or (e) permit the Collateral to be or become a fixture (and it is expressly covenanted, warranted and agreed, that the Collateral, and every part thereof, whether affixed to any realty or not, shall be and remain personal property), or to become an accession to other goods or property.

Advances. Creditor has the option, but not the obligation, to discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral, to pay for insurance on the Collateral, and to pay for the

maintenance and preservation of the Collateral. All sums so advanced by Creditor shall bear interest from the date of such advance at the highest rate allowable by law and shall be immediately due and payable to Creditor.

Notice to Account Debtors. Upon occurrence of an Event of Default, Creditor, may, in its sole discretion (a) notify the obligor on any Collateral to make payments directly to Creditor; (b) receive and recover any money or other property at any time due with respect to the Collateral and in connection therewith, endorse notes, checks, drafts or other evidence of payments; and (c) settle, adjust and compromise, in Creditor's sole discretion, all present and future claims arising with respect to the Collateral.

Power of Attorney. Grantor hereby appoints Creditor as its attorney-in-fact to endorse Grantor's name on all instruments and other remittances payable to Grantor with respect to the Obligations, including any items received by Creditor in any lock box account, or other documents pertaining to Creditor's actions in connection with the Obligations.

Lockbox. At any time, either before or after any default in the payment or performance of any of the Obligations, Creditor shall have the right to require Grantor to direct some or all of the person(s) obligated on any Collateral to mail all payments on their accounts directly to a post office box number or to any other address designated by Creditor (the "Lock Box"). Should Grantor fail to so direct the person(s) obligated on the Collateral, Creditor may do so. All payments mailed to the Lock Box shall be, at Creditor's option, to the extent permitted by law, either (a) applied by Creditor first to the payment of all costs, charges, fees, and expenses, if any, incurred by Creditor in collecting the Collateral, and then toward the payment of the Obligations, or (b) retained and deposited into a separate deposit account at Creditor in the name of Grantor, as additional security for the Obligations. The Grantor shall have the right to withdraw funds from the deposit account only in accordance with the prior written agreement of Creditor.

Events of Default. The following actions or inactions or both shall constitute Events of Default under this Agreement: (a) Should Grantor default in the payment of principal, interest or any other monies owed under any of the Obligations; or (b) Should Grantor violate, or fail to comply fully with any of the terms and conditions of, this Agreement; or (c) Should any default or event of default occur or exist under any document relating or pertaining, directly or indirectly, to documents which ensure or secure repayment of any of the Obligations; or (d) Should Grantor or any guarantor default under any other loan, extension of credit, security agreement, or obligation in favor of Creditor; or (e) Should Grantor or any guarantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property, or Grantor's or any guarantor's ability to perform their respective obligations under this Agreement, or any other documents relating, or pertaining to the Obligations; or (f) Should the suspension, failure or insolvency, however evidenced, of Grantor or any guarantor occur or exist; or (g) Should proceedings for readjustment of indebtedness, reorganization, composition or extension under any insolvency law be brought by or against Grantor or any guarantor relating to any Obligations; or (h) Should Grantor or any guarantor of any Obligation file proceedings for a respite or make a general assignment for the benefit of creditors; or (i) Should a receiver of all or any part of Grantor's property, or of any guarantor, be applied for or appointed; or (j) Should proceedings for the dissolution or appointment of a liquidator of Grantor or any guarantor be commenced; or (k) Should any representation or warranty of Grantor, or any guarantor made in connection with the Obligations prove to be incorrect or misleading in any respect; or (l) Should this Agreement or any of the documents relating to the Obligations cease to be in full force and effect (including failure of any Collateral documents to create a valid and perfected security interest or lien) at any time and for any reason; (m) Should the Grantor file to comply with, or become subject to any administrative or judicial proceeding under any federal, state or local (i) hazardous waste or environmental law, (ii) asset forfeiture or similar law which can result in the forfeiture of property, or (iii) other law where noncompliance may have any significant effect on the Collateral; or (n) Creditor shall receive at any time following the execution of this Agreement, a Secretary of State report indicating that the Creditor's security interest is not prior to all other security interests or other interest reflected in the reports; or (m) Should Creditor deem itself to be insecure with regard to repayment of the Obligations.

Remedies. Upon any Event of Default, Creditor may pursue any remedy available at law (including, without limitation, those available under the provisions of Florida's Uniform Commercial Code), or in equity to collect, enforce or satisfy any Obligations then owing, whether by acceleration or otherwise. These remedies include, without limitation, the following remedies which may be pursued separately, successively or simultaneously:

(a) Creditor may file suit and obtain judgment and in conjunction with any action, Creditor may seek any ancillary remedies provided by law, including levy of attachment and garnishment.

(b) Creditor may take possession of any Collateral if not already in its possession without demand and without legal process. Upon Creditor's demand, Grantor will assemble and make the Collateral available to Creditor as it directs. Grantor grants to Creditor the right, for this purpose, to enter into or on any premises where Collateral may be located.

(c) Creditor may apply for and obtain, without notice, and upon an ex parte application, the appointment of a receiver for the Collateral, without regard to Grantor's financial condition or solvency, the adequacy of the Collateral to secure the payment or performance of the Obligations, or the existence of any waste to the Collateral;

(d) Creditor may, without taking possession, sell, lease or otherwise dispose of the Collateral at public or private sale, in accordance with applicable law;

(e) Creditor may set-off Grantor's obligations against any amounts due to Grantor including, but not limited to, monies, instruments and deposit accounts maintained with Creditor;

(f) Creditor may change Grantor's mailing address, open Grantor's mail, and retain any instruments or other remittances constituting the Collateral contained therein; and

(g) The remedies of Creditor are cumulative, may be exercised singly or concurrently, and are not exclusive of any other rights and remedies provided by law.

Waiver. No delay or omission by Creditor to exercise any right or remedy accruing upon any Event of Default shall impair any right or remedy, waive or default or operate as an acquiescence to the Event of Default, or affect any subsequent Event of Default of the same or different nature.

Public or Private Sale of Collateral. Creditor shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in its own name or that of Grantor. Creditor may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Creditor will give Grantor reasonable notice of the time after which any private sale or any other intended disposition of the Collateral is to be made. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Obligations secured by this Agreement. Creditor has no obligation to clean-up or otherwise prepare the Collateral for sale.

Other Obligors. Creditor has no obligation to satisfy the Obligations by collecting them from any other person liable for them and Creditor may release, modify or waive any collateral provided by any other person to secure any of the Obligations without affecting Creditor's rights against Grantor. Grantor waives any right it may have to require Creditor to pursue any third person for any Obligations.

Attorneys Fees and Costs. The Grantor shall promptly pay all costs of Creditor of collection of any and all the liabilities and enforcement of rights under this Agreement, including without limitation all reasonable attorneys fees and legal expenses relating or pertaining, in any manner, to the Collateral.

Deficiency. If the proceeds from the sale or enforcement of the Collateral are insufficient to satisfy all of the Obligations in full, all parties obligated thereon shall remain fully obligated for the deficiency.

Joint and Several Liability and Assignment. The obligations of Grantor hereunder shall be joint and several and shall bind and obligate Grantor's successors, heirs and assigns. Creditor may assign and transfer the Collateral to the assignee of any of the Obligations, whereupon such transferee shall become vested with all powers and rights granted to Creditor under this Security Agreement, and Creditor shall thereafter have no obligation with respect to the Collateral.

Modification, Retention and Application of Proceeds. Without releasing or affecting any of its rights, the Creditor may, one or more times, in its sole discretion, without notice to or consent of Grantor (a) release, renew, extend or modify the Obligations; (b) release, exchange or modify Creditor's rights with respect to any collateral held as security for the Obligations; (c) modify or alter the amount of any payment; (d) retain the Collateral as additional security for the Obligations without applying same toward payment of the Obligations; or (e) impute or apply any payments or proceeds of any collateral furnished for the Obligations, in whole or in part, to any of the Obligations.

Insurance. Grantor will at all times keep the Collateral insured against loss, damage, theft, and such other risks as Creditor may require in such amounts and with such companies and under such policies and in such form, and for such periods, as shall be satisfactory to Creditor, and each such policy shall provide that the loss thereunder and proceeds payable thereunder shall be payable to Creditor as its interest may appear (and Creditor may apply any proceeds of such insurance which may be received by Creditor toward payment of the liabilities, whether due or not due, in such order of application as Creditor may determine) and each such policy shall provide for 10 days written minimum cancellation notice to Creditor, and each such policy shall, if Creditor so requests, be deposited with Creditor, and Creditor may act as attorney for Grantor in obtaining, adjusting, settling, and canceling such insurance and endorsing any drafts.

Good Repair. Grantor shall at all times keep the Collateral free from any adverse lien, security interest, or encumbrance and in good order and repair and will not waste or destroy the Collateral or any part thereof.

Inspections and Audits. Grantor shall at all times permit Creditor, its officers and agents, access to the Collateral and all books, records and data relating to the Collateral, for inspection and for verification of the existence, condition and value of the Collateral. Grantor shall furnish all assistance and information that Creditor may require to conduct such inspections and verifications.

Indemnification of Creditor. Grantor agrees to indemnify, to defend and to save and hold Creditor harmless from any and all claims, suits, obligations, damages, losses, costs, expenses (including without limitation, Creditor's attorneys' fees), demands, liabilities, penalties, fines and forfeitures of any nature whatsoever that may be asserted against or incurred by Creditor arising out of or in any manner occasioned by this Agreement and the exercise of the rights and remedies granted Creditor hereunder. The foregoing indemnity provisions shall survive the cancellation of this Agreement as to all matters arising or accruing prior to such cancellation, and the foregoing indemnity shall survive in the event that Creditor elects to exercise any of the remedies as provided under this Agreement following default hereunder.

Governing Law. This Security Agreement shall be governed by the internal laws of the State of Florida, provided, however, that where Collateral is located in a jurisdiction other than Florida, remedies available to Creditor hereunder and/or under the laws of such jurisdiction shall be available to Creditor without regard to any restriction of Florida law.

Assignment. Creditor may sell and assign its rights under any of the Obligations, including without limitation all rights under this Agreement, without the consent of Grantor.

Severability. Any provision of this Security Agreement that 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 of this Security Agreement. Any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

Contract Governance and Interpretation. Caption headings of the sections of this Agreement are for convenience purposes only and are not to be used to interpret or to define their provisions.

WAIVER OF JURY TRIAL. CREDITOR AND GRANTOR HEREBY WAIVE THE RIGHT TO ANY JURY TRIAL IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER CREDITOR OR GRANTOR AGAINST THE OTHER.

Creditor hereby accepts this Security Agreement.

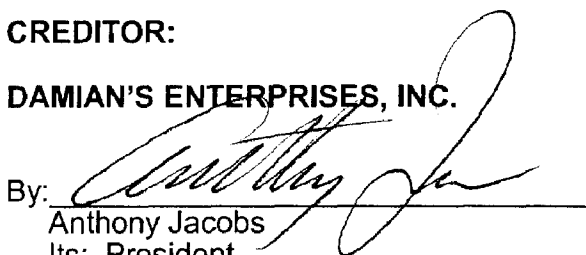
GRANTOR:

DAMIAN'S FROSTED FRUIT U.S.A., INC.

By: 
Chris Lewis
Its: President

CREDITOR:

DAMIAN'S ENTERPRISES, INC.

By: 
Anthony Jacobs
Its: President

Asset Listing

Damian's Enterprises, Inc.

SELECTION: View: PLACEMENT - ALL ASSETS - VENDOR: Damian's Amusement Parks - INCLUDING INACTIVE - ORDER BY

SERIAL	MODEL	DESCRIPTION	ASSET TAG	MFG	TYPE	STATUS	PLACEMENT
CC-10022	D-CART	Double Cart			Carts of CO Double Cart	ACTIVE	
H-9086514	342-A	342-Air		Taylor	Standard	ACTIVE	
H-5094392	342-A	342-Air		Taylor	Standard	ACTIVE	
J-5026425	342-A-AF	342-Air		Taylor	Auto Fill	ACTIVE	
H-7097206	342-A	342-Air		Taylor	Standard	ACTIVE	
CC-10028	S-CART	Single Cart			Carts of CO Single Cart	ACTIVE	
K-02779	AS-7	Spot Box		Artic Star	Floor Model	ACTIVE	CENTRAL ELEMENTARY
H-5035508	350-A	350-Air/Single Head		Taylor	Counter Top	ACTIVE	CENTRAL ELEMENTARY
39767	CDS2	2 Bowl Slush Machine		Bunn	Counter Top	ACTIVE	CLEWISTON HIGH SCHOOL
H-1077229	351-A	351-Air/Single Head		Taylor	Floor Model	ACTIVE	CLEWISTON MIDDLE
H-1065717	351-A	351-Air/Single Head		Taylor	Floor Model	ACTIVE	CLEWISTON MIDDLE
30457	CDS2	2 Bowl Slush Machine		Bunn	Counter Top	ACTIVE	COUNTRY OAKS
K-17052	AS-6	Spot Box		Artic Star	Floor Model	ACTIVE	COUNTRY OAKS
H-9034183	342-A-AF	342-Air		Taylor	Auto Fill	ACTIVE	CROSS CITY
H-7097207	342-A	342-Air		Taylor	Standard	ACTIVE	EAST SIDE-WEST SIDE
I-10073	AS-7	Spot Box		Artic Star	Floor Model	ACTIVE	EAST SIDE-WEST SIDE
J-9038470	342-A-AF	342-Air		Taylor	Auto Fill	ACTIVE	GEYSER FALLS
20	S-CART	Single Cart			Carts of CO Single Cart	ACTIVE	GEYSER FALLS
K-0053911	342-W-AF	342-Water		Taylor	Auto Fill	ACTIVE	HERSHEY PARK
K-0053908	342-W-AF	342-Water		Taylor	Auto Fill	ACTIVE	HERSHEY PARK
K-0053910	342-W-AF	342-Water		Taylor	Auto-Fill	ACTIVE	HERSHEY PARK
5	S-CART	Single Cart			Carts of CO Single Cart	ACTIVE	HERSHEY PARK
6	S-CART	Single Cart			Carts of CO Single Cart	ACTIVE	HERSHEY PARK
K-0053909	342-W-AF	342-Water		Taylor	Auto Fill	ACTIVE	HERSHEY PARK
J-9042339	342-A-AF	342-Air		Taylor	Auto Fill	ACTIVE	HERSHEY PARK
J-9042340	342-A-AF	342-Air		Taylor	Auto Fill	ACTIVE	HERSHEY PARK
K-0053907	342-W-AF	342-Water		Taylor	Auto Fill	ACTIVE	HERSHEY PARK
K-18232	AS-5-5	Spot Box		Artic Star	Floor Model	ACTIVE	LABELLE ELEMENTARY
H-9091632	350-A	350-Air/Single Head		Taylor	Counter Top	ACTIVE	LABELLE ELEMENTARY
H-1065640	351-A	351-Air/Single Head		Taylor	Floor Model	ACTIVE	LABELLE ELEMENTARY
39780	CDS2	2 Bowl Slush Machine		Bunn	Counter Top	ACTIVE	LABELLE HIGH SCHOOL
I-10094	AS-7	Spot Box		Artic Star	Floor Model	ACTIVE	LABELLE HIGH SCHOOL
39782	CDS2	2 Bowl Slush Machine		Bunn	Counter Top	ACTIVE	LABELLE MIDDLE
35571	CDS2	2 Bowl Slush Machine		Bunn	Counter Top	ACTIVE	LABELLE MIDDLE
K-02734	AS-6	Spot Box		Artic Star	Floor Model	ACTIVE	LABELLE MIDDLE
H-0082867	351-A	351-Air/Single Head		Taylor	Floor Model	ACTIVE	MEMPHIS CITY SCHOOLS
H-5035496	350-A	350-Air/Single Head		Taylor	Counter Top	ACTIVE	MEMPHIS CITY SCHOOLS
H-0105293	350-A	350-Air/Single Head		Taylor	Counter Top	ACTIVE	MEMPHIS CITY SCHOOLS
H-5012304	350-A	350-Air/Single Head		Taylor	Counter Top	ACTIVE	MEMPHIS CITY SCHOOLS
H-0117497	351-A	351-Air/Single Head		Taylor	Floor Model	ACTIVE	MEMPHIS CITY SCHOOLS
H-3123490	342-A	342-Air		Taylor	Standard	ACTIVE	MEMPHIS CITY SCHOOLS
H-0117102	351-A	351-Air/Single Head		Taylor	Floor Model	ACTIVE	MEMPHIS CITY SCHOOLS
I-10868	AS-5-5	Spot Box		Artic Star	Floor Model	ACTIVE	MEMPHIS CITY SCHOOLS
H-5094388	342-A	342-Air		Taylor	Standard	ACTIVE	MEMPHIS CITY SCHOOLS
H-1065351	351-A	351-Air/Single Head		Taylor	Floor Model	ACTIVE	MEMPHIS CITY SCHOOLS
H-1065619	351-A	351-Air/Single Head		Taylor	Floor Model	ACTIVE	MEMPHIS CITY SCHOOLS
I-10494	AS-7	Spot Box		Artic Star	Floor Model	ACTIVE	MEMPHIS CITY SCHOOLS
H-1065719	351-A	351-Air/Single Head		Taylor	Floor Model	ACTIVE	MEMPHIS CITY SCHOOLS
H-1103738	351-A	351-Air/Single Head		Taylor	Floor Model	ACTIVE	MEMPHIS CITY SCHOOLS
H-5094390	342-A	342-Air		Taylor	Standard	ACTIVE	MEMPHIS CITY SCHOOLS
H-999	342-W	342-Water		Taylor	Floor	ACTIVE	MEMPHIS CITY SCHOOLS
H-1065618	351-A	351-Air/Single Head		Taylor	Floor Model	ACTIVE	MEMPHIS CITY SCHOOLS
K-8156	AS-6	Spot Box		Artic Star	Floor Model	ACTIVE	MEMPHIS CITY SCHOOLS
K-02729	AS-5-5	Spot Box		Artic Star	Floor Model	ACTIVE	MEMPHIS CITY SCHOOLS
H-5094391	342-A	342-Air		Taylor	Standard	ACTIVE	MEMPHIS CITY SCHOOLS
H-2069168	350-A	350-Air/Single Head		Taylor	Counter Top	ACTIVE	MEMPHIS CITY SCHOOLS
H-1065342	351-A	351-Air/Single Head		Taylor	Floor Model	ACTIVE	MEMPHIS CITY SCHOOLS
H-9086512	342-A-AF	342-Air		Taylor	Auto Fill	ACTIVE	SIX FLAGS - AMERICA
J-9037974	342-A-AF	342-Air		Taylor	Auto Fill	ACTIVE	SIX FLAGS - AMERICA
J-0041277	342-A-AF	342-Air		Taylor	Auto Fill	ACTIVE	SIX FLAGS - AMERICA
J-8038941	342-A-AF	342-Air		Taylor	Auto Fill	ACTIVE	SIX FLAGS - AMERICA

TRADEMARK

Asset Listing

Damian's Enterprises, Inc.

SELECTION: View: PLACEMENT - ALL ASSETS - VENDOR: Damian's Amusement Parks - INCLUDING INACTIVE - ORDER BY

SERIAL	MODEL	DESCRIPTION	ASSET TAG	MFG	TYPE	STATUS	PLACEMENT
7	S-CART	Single Cart		Carts of CO	Single Cart	ACTIVE	SIX FLAGS - AMERICA
J-9038469	342-A-AF	342-Air		Taylor	Auto Fill	ACTIVE	SIX FLAGS - AMERICA
H-9086510	342-A-AF	342-Air		Taylor	Auto Fill	ACTIVE	SIX FLAGS - AMERICA
19	D-CART	Double Cart		Carts of CO	Double Cart	ACTIVE	SIX FLAGS - AMERICA
18	D-CART	Double Cart		Carts of CO	Double Cart	ACTIVE	SIX FLAGS - AMERICA
J-5026423	342-A-AF	342-Air		Taylor	Auto Fill	ACTIVE	SIX FLAGS - AMERICA
J-9042338	342-A-AF	342-Air		Taylor	Auto Fill	ACTIVE	SIX FLAGS - DARIEN LAKE
J-9042341	342-A-AF	342-Air		Taylor	Auto Fill	ACTIVE	SIX FLAGS - DARIEN LAKE
J-9042342	342-A-AF	342-Air		Taylor	Auto Fill	ACTIVE	SIX FLAGS - DARIEN LAKE
J-9042343	342-A-AF	342-Air		Taylor	Auto Fill	ACTIVE	SIX FLAGS - DARIEN LAKE
J-9042344	342-A-AF	342-Air		Taylor	Auto Fill	ACTIVE	SIX FLAGS - DARIEN LAKE
H-9091636	450-A	450-Air/Single Head		Taylor	Counter Top	ACTIVE	SIX FLAGS - DARIEN LAKE
H9091622	450-A	450-Air/Single Head		Taylor	Counter Top	ACTIVE	SIX FLAGS - DARIEN LAKE
13	D-CART	Double Cart		Carts of CO	Double Cart	ACTIVE	SIX FLAGS - GREAT
11	342-A-AF	342-Air		Taylor	Auto Fill	ACTIVE	SIX FLAGS - GREAT
J-6075584	342-A-AF	342-Air		Taylor	Auto Fill	ACTIVE	SIX FLAGS - GREAT
J-9038471	342-A-AF	342-Air		Taylor	Auto Fill	ACTIVE	SIX FLAGS - GREAT
10	S-CART	Single Cart		Carts of CO	Single Cart	ACTIVE	SIX FLAGS - GREAT
11	S-CART	Single Cart		Carts of CO	Single Cart	ACTIVE	SIX FLAGS - GREAT
12	S-CART	Single Cart		Carts of CO	Single Cart	ACTIVE	SIX FLAGS - GREAT
J-8038937	342-A-AF	342-Air		Taylor	Auto-Fill	ACTIVE	SIX FLAGS - KENTUCKY
15	D-CART	Double Cart		Carts of CO	Double Cart	ACTIVE	SIX FLAGS - KENTUCKY
16	D-CART	Double Cart		Carts of CO	Double Cart	ACTIVE	SIX FLAGS - KENTUCKY
14	S-CART	Single Cart		Carts of CO	Single Cart	ACTIVE	SIX FLAGS - KENTUCKY
J-8038048	342-A-AF	342-Air		Taylor	Auto Fill	ACTIVE	SIX FLAGS - KENTUCKY
H-6026341	342-A-AF	342-Air		Taylor	Auto Fill	ACTIVE	SIX FLAGS - KENTUCKY
J-9037978	342-A-AF	342-Air		Taylor	Auto Fill	ACTIVE	SIX FLAGS - KENTUCKY
J-903467	342-A-AF	342-Air		Taylor	Auto Fill	ACTIVE	SIX FLAGS - KENTUCKY
8	S-CART	Single Cart		Carts of CO	Single Cart	ACTIVE	SIX FLAGS - MONTREAL
9	D-CART	Double Cart		Carts of CO	Double Cart	ACTIVE	SIX FLAGS - MONTREAL
J-6075585	342-A-AF	342-Air		Taylor	Auto Fill	ACTIVE	SIX FLAGS - MONTREAL
J-8038053	342-A-AF	342-Air		Taylor	Auto Fill	ACTIVE	SIX FLAGS - MONTREAL
J-8038046	342-A-AF	342-Air		Taylor	Auto Fill	ACTIVE	SIX FLAGS - MONTREAL
J-8038936	342-A-AF	342-Air		Taylor	Auto Fill	ACTIVE	SIX FLAGS - NEW ENGLAND
J-0105489	342-A-AF	342-Air		Taylor	Auto Fill	ACTIVE	SIX FLAGS - NEW ENGLAND
J-9037973	342-A-AF	342-Air		Taylor	Auto Fill	ACTIVE	SIX FLAGS - NEW ENGLAND
J-8038940	342-A-AF	342-Air		Taylor	Auto Fill	ACTIVE	SIX FLAGS - NEW ENGLAND
J-5052698	342-A-AF	342-Air		Taylor	Auto Fill	ACTIVE	SIX FLAGS - NEW ENGLAND
J-8038939	342-A-AF	342-Air		Taylor	Auto Fill	ACTIVE	SIX FLAGS - NEW ENGLAND
J-8038054	342-A-AF	342-Air		Taylor	Auto Fill	ACTIVE	SIX FLAGS - NEW ENGLAND
J-5052696	342-A	342-Air		Taylor	Standard	ACTIVE	SIX FLAGS - NEW ENGLAND
J-8038049	342-A-AF	342-Air		Taylor	Auto Fill	ACTIVE	SIX FLAGS - NEW ENGLAND
J-8038942	342-A-AF	342-Air		Taylor	Auto Fill	ACTIVE	SIX FLAGS - NEW ENGLAND
J-9038466	342-A-AF	342-Air		Taylor	Auto Fill	ACTIVE	SIX FLAGS - NEW ENGLAND
J-8038935	342-A-AF	342-Air		Taylor	Auto Fill	ACTIVE	SIX FLAGS - NEW ENGLAND
J-8038051	342-A-AF	342-Air		Taylor	Auto Fill	ACTIVE	SIX FLAGS - NEW ENGLAND
1	D-CART	Double Cart		Carts of CO	Double Cart	ACTIVE	SIX FLAGS - NEW ENGLAND
2	D-CART	Double Cart		Carts of CO	Double Cart	ACTIVE	SIX FLAGS - NEW ENGLAND
4	D-CART	Double Cart		Carts of CO	Double Cart	ACTIVE	SIX FLAGS - NEW ENGLAND
H-6026340	342-A-AF	342-Air		Taylor	Auto Fill	ACTIVE	SIX FLAGS - NEW ENGLAND
3	D-CART	Double Cart		Carts of CO	Double Cart	ACTIVE	SIX FLAGS - NEW ENGLAND
I-10933	AS-7	SpotBox		Artic Star	Floor Model	ACTIVE	UPTON GROVE
35565	CDS2	2 Bowl Slush Machine		Bunn	Counter Top	ACTIVE	UPTON GROVE
35566	CDS2	2 Bowl Slush Machine		Bunn	Counter Top	ACTIVE	UPTON GROVE