

Form PTO-1594
(rev 3/1)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U. S. Department of Commerce
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):

**Wells Fargo Foothill, Inc., formerly
known as Foothill Capital Corporation
2450 Colorado Avenue, Suite 3000W
Santa Monica, CA 90404**

Individual(s) Association
 General Partnership
 Limited Partnership
 Corporation – **California**
 Other

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

2. Name and Address of receiving party(ies)

**Malibu Grand Prix Corporation
4590 MacArthur Blvd., Suite 400
Newport Beach, CA 92660**

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation – **California**
 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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other – **Release of Security Interest**

Execution Date: **February 9, 2004**

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

A. Trademark Application No(s).
None

B. Trademark Registration No(s).
1356549 1129698 1398930
1420487 1123212

Additional numbers attached? Yes No

5. Name and address of party to whom corres-
pondence concerning document should be mailed:

Edward H. Sadtler, Esq.
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Four Times Square
New York, New York 10036

6. Total number of applications/registrations
involved: 5

7. Total fee (37 CFR 3.41) **\$140**

All fees and any deficiencies are authorized to be
charged to Deposit Account
(Our Ref. 613770/45)

8. Deposit Account No. **19-2385**

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.*

Edward H. Sadtler

Name



Signature

February 13, 2004

Date

Total number of pages including cover sheet, attachments, and document: **6**

CH \$140.00 192385 1356549

CONTINUATION OF ITEM 2. Names of Additional Receiving Parties:

Festival Fun Parks, LLC
4590 MacArthur Blvd., Suite 400
Newport Beach, CA 92660
Limited Liability Company – **Delaware**

RELEASE OF SECURITY INTEREST

This **RELEASE OF SECURITY INTEREST** ("Release") is given as of this ___ day of February 9, 2004 by Wells Fargo Foothill, Inc., a California corporation (formerly known as Foothill Capital Corporation, a California corporation) (the "Secured Party"), located at 2450 Colorado Avenue, Suite 3000W, Santa Monica, CA, 90404, in favor of Malibu Grand Prix Corporation, a California corporation (the "Assignor"), and Festival Fun Parks, LLC, a Delaware limited liability company and current owner of those trademarks set forth on Schedule A and attached hereto.

WHEREAS, pursuant to a Trademark Security Agreement, dated August 22, 1996, by and between the Assignor and the Secured Party (the "Security Agreement"), the Assignor granted, assigned, transferred and conveyed to the Secured Party a continuing security interest in all of Assignor's right, title and interest in the Trademark Collateral (as defined in the Security Agreement), including the trademarks set forth on Schedule A attached hereto (collectively, the "Trademarks"), to the Secured Party to secure the Secured Obligations (as defined in the Security Agreement), which security interest was recorded in the United States Patent and Trademark Office on September 13, 1996, at Reel 1482/Frame 0510;

WHEREAS, all of the Assignor's obligations to the Secured Party, including with respect to the Secured Obligations, pursuant to the Security Agreement have been satisfied and discharged;

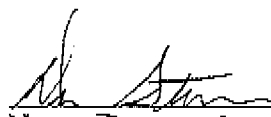
WHEREAS, the Assignor entered into that certain Intellectual Property Sale and Purchase Agreement dated December 13, 2002 with FFP and the other parties thereto pursuant to which the Assignor transferred all of its rights, title and interest in the Trademarks to FFP; and

WHEREAS, in accordance with the terms of the Security Agreement, the Secured Party desires to terminate its security interest in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Secured Party hereby releases its security interest in the Trademarks and reassigns any and all right, title and interest that it may have in the Trademarks to FFP. The Secured Party further agrees to take such action as may be reasonably requested by FFP from time to time to effectuate and carry out the provisions and intent of this Release.

IN WITNESS WHEREOF, the Secured Party has caused this Release to be duly executed by its officer thereunto duly authorized as of the date above first written.

WELLS FARGO FOOTHILL, INC.
(formerly known as FOOTHILL
CAPITAL CORPORATION)

By: 
Name: Drew Stawin
Title: SVP

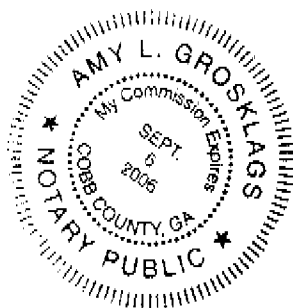
STATE OF Georgia)
) SS.
 COUNTY OF Fulton)

I, a notary public, in and for the county and state aforesaid, do hereby certify that Drew Stavin, personally known to me to be the Sr. Vice President of Wells Fargo Foothill, Inc., a California corporation (formerly known as Foothill Capital Corporation, a California corporation) ("Wells Fargo Foothill"), appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of Wells Fargo Foothill pursuant to authority granted to him/her by Wells Fargo Foothill for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 9 day of February, 2004.

Amy L. Grosklags
 Notary Public

My commission expires:



SCHEDULE A

Trademark	Jurisdiction	Reg. No - (App. No.)	Reg. Date - (App. Date)
MALIBU GRAND PRIX	United States	1,356,549 (73-488,747)	8/27/1985 (7/6/1984)
MALIBU GRAND PRIX	United States	1,129,698 (73-183,392)	1/22/1980 (8/24/1978)
MALIBU GRAND PRIX and design	United States	1,398,930 (73-565,660)	6/24/1986 (10/28/1985)
VIRAGE	United States	1,420,487 (73-488,746)	12/9/1986 (7/6/1984)
VIRAGE	United States	1,123,212 (73-187,089)	7/31/1979 (9/27/1978)