

08-12-2003

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



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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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):

Ringling Bros.-Barnum and Bailey Combined Shows, Inc.
8607 Westwood Center Drive
Vienna, Virginia 22182

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State
- Other 8-6-03

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

3. Nature of conveyance:

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

Execution Date: 6/30/03

2. Name and address of receiving party(ies)

Name: Bank of America, N.A., as Administrative Agent
Internal Agent
Address: NC1-001-15-04

Street Address: 101 N. Tryon Street

City: Charlotte State: NC Zip: 28255

- Individual(s) citizenship _____
- Association national banking association
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- 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

OFFICE OF PATENT RECORDS
APR JUN -6 AM 10-06
FINANCE SECTION

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

A. Trademark Application No.(s) None

B. Trademark Registration No.(s) 2129927

SEE: **SCHEDULE A to Recordation Form Cover Sheet attached hereto**

Additional number(s) attached Yes No

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

Name: Helms Mulliss & Wicker, PLLC

Internal Address: ATTN: Terry L. Witcher, Paralegal

Street Address: 201 N. Tryon Street

City: Charlotte State: NC Zip: 28202

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41).....\$15.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

R. Malloy McKeithen, Esq.

Name of Person Signing

Signature

7/29/03

Date

54

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

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

08/07/2003 970N11 00000114 2129927

01 FE:0521 40.00 OP
02 FE:0522 175.00 OP

TRADEMARK
REEL: 002800 FRAME: 0676

SCHEDULE A
to
Recordation Form Cover Sheet
TRADEMARKS ONLY

Conveying Party: Ringling Bros.-Barum and Bailey Combined Shows, Inc.

The following Trademarks are being assigned by the Conveying Party to the Receiving Party pursuant to that certain Consolidated Amendment to Security Instruments dated as of June 30, 2003 by and among Feld Entertainment, Inc. (the "Borrower"), each of the Subsidiaries of the Borrower, and Bank of America, N.A., as Administrative Agent:

<i>Trademark</i>	<i>Registration Date</i>	<i>Registration Number</i>
3 Ring Gazette	01-20-1998	2129927
Circusworks	06-20-1995	1900623
King Tusk	07-07-1987	1446864
The Funniest Show on Earth	01-11-2000	2307843
The Most Fun Ever Under A Tent	04-18-2000	2343302
The Tallest Show on Earth	01-11-2000	2307844
Zusha	03-03-1998	2141052
Zusha	03-24-1998	2146127

CONSOLIDATED AMENDMENT TO SECURITY INSTRUMENTS

This Consolidated Amendment to Security Instruments (this "Amendment") dated as of June 30, 2003 is made by and among **FELD ENTERTAINMENT, INC.**, a Delaware corporation (the "Borrower" and a "Grantor"), and **EACH OF THE UNDERSIGNED SUBSIDIARIES OF THE BORROWER** (each a "Guarantor" and a "Grantor", and collectively with the Borrower, the "Grantors"), and **BANK OF AMERICA, N.A.**, a national banking association organized and existing under the laws of the United States ("Bank of America"), in its capacity as administrative agent for the Lenders (as defined in the Credit Agreement (as defined below)) (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Borrower, the Administrative Agent and the Lenders have agreed to (i) amend and restate that certain Credit Agreement dated as of September 17, 2001, as amended prior to the date hereof (the "Existing Credit Agreement"), among the Borrower, the Lenders party thereto and the Administrative Agent, (ii) increase the amount of the revolving credit facility and (iii) re-advance that portion of the term loan facility which has previously been repaid by the Borrower (collectively, the actions in (i), (ii) and (iii) are referred to as the "Credit Agreement Amendments") pursuant to that certain Amended and Restated Credit Agreement dated as of June 30, 2003 among the Borrower, the Administrative Agent and the Lenders (as from time to time further amended, modified, supplemented, restated, or amended and restated, the "Credit Agreement"; capitalized terms used in this Agreement not otherwise defined herein shall have the respective meanings given thereto in the Credit Agreement); and

WHEREAS, each of the Guarantors has entered into that certain Guaranty Agreement dated September 17, 2001 (the "Facility Guaranty") in favor of the Administrative Agent on behalf of the Lenders pursuant to which each Guarantor has guaranteed the payment and performance of the obligations of the Borrower under the Credit Agreement and the other Loan Documents; and

WHEREAS, in connection with the Existing Credit Agreement, each of the Grantors has entered into one or more various Loan Documents, dated September 17, 2001, with the Administrative Agent as set forth in Schedule I hereto (collectively, the "Security Documents"); and

WHEREAS, in connection with the Credit Agreement Amendments, the Grantors and the Administrative Agent desire to amend, and it is necessary to amend, certain provisions of the Security Documents (defined below) as set forth below, and the Administrative Agent and the Lenders are unwilling to consummate the Credit Agreement Amendments unless the Borrower and the Guarantors enter into this Amendment;

NOW, THEREFORE, in consideration of the premises and further valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Amendments to Security Documents.** Subject to the terms and conditions set forth herein, the Security Documents are hereby amended as follows:

(a) **References to "Credit Party".** The words "Credit Party" in each place in which they appear throughout each of the Security Documents are hereby deleted and replaced by the words "Loan Party" in each instance.

(b) **References to "Credit Agreement".** All references to "Credit Agreement" in each of the Security Documents shall hereby refer to that certain Amended and Restated Credit Agreement, among the Borrower, the Administrative Agent and the Lenders, dated as of June 30, 2003, as from time to time further amended, modified, supplemented, restated, or amended and restated.

(c) **Amendment of 1st Paragraph of each Security Document.** The 1st paragraph on the 1st page of each Security Document is hereby amended by deleting the phrase "collectively with the Agent, the "Secured Parties"" and replacing it with the following:

collectively with the Agent and certain other Persons parties to Related Swap Contracts (as more particularly described in the paragraph below entitled "Related Swap Contracts"), the "Secured Parties"

(d) **Amendments to Credit Agreement Section References in the Security Documents.**

(1) Any reference to Article V of the Credit Agreement in a Security Document shall hereby refer to Article IV of the Credit Agreement.

(2) Any reference to Schedule 5.3 to the Credit Agreement in a Security Document shall hereby refer to Schedule 4.03 of the Credit Agreement.

(3) Any reference to Section 8.7 of the Credit Agreement in a Security Document shall hereby refer to Section 6.08 of the Credit Agreement.

(4) Any reference to Section 9.19 of the Credit Agreement in a Security Document shall hereby refer to Section 7.14 of the Credit Agreement.

(5) Any reference to Section 10.4 of the Credit Agreement in a Security Document shall hereby refer to Section 8.01 of the Credit Agreement.

(6) Any reference to Section 11.5 of the Credit Agreement in a Security Document shall hereby refer to Section 9.03 of the Credit Agreement.

(7) Any reference to Article XII of the Credit Agreement in a Security Document shall hereby refer to Article X of the Credit Agreement.

(8) Any reference to Section 13.1 of the Credit Agreement in a Security Document shall hereby refer to Section 11.07 of the Credit Agreement.

(9) Any reference to Section 13.9 of the Credit Agreement in a Security Document shall hereby refer to Section 11.05.

(e) Amendment of Section 21 of the Security Agreement. Section 21 of the Security Agreement is hereby deleted in its entirety and replaced with the following:

21. Related Swap Contracts. All obligations of each Grantor under or in respect of Related Swap Contracts (which are not prohibited under the terms of the Credit Agreement) to which any Lender or any Affiliate of any Lender is a party, shall be deemed to be Secured Obligations secured hereby, and each Lender or Affiliate of a Lender party to any such Related Swap Contract shall be deemed to be a Secured Party hereunder with respect to such Secured Obligations; provided, however, that such obligations shall cease to be Secured Obligations at such time, prior to the Facility Termination Date, as such Person (or Affiliate of such Person) shall cease to be a "Lender" under the Credit Agreement.

No Person who obtains the benefit of any Lien by virtue of the provisions of this Section shall have any right to notice of any action or to consent to, direct or object to any action hereunder or under any other Loan Document or otherwise in respect of the Collateral (including the release or impairment of any Collateral) other than in its capacity as a Lender and only to the extent expressly provided in the Loan Documents. Each Secured Party not a party to the Credit Agreement who obtains the benefit of this Security Agreement by virtue of the provisions of this Section shall be deemed to have acknowledged and accepted the appointment of the Agent pursuant to the terms of the Credit Agreement, and that with respect to the actions and omissions of the Agent hereunder or otherwise relating hereto that do or may affect such Secured Party, the Agent and each Administrative Agent-Related Person shall be entitled to all the rights, benefits and immunities conferred under Article X of the Credit Agreement.

(f) Amendment of Section 19 of the Rolling Stock Security Agreement. Section 19 of the Rolling Stock Security Agreement is hereby deleted in its entirety and replaced with the following:

19. Related Swap Contracts. All obligations of the Grantor under or in respect of Related Swap Contracts (which are not prohibited under the terms of the Credit Agreement) to which any Lender or any Affiliate of any Lender is a party, shall be deemed to be Secured Obligations secured hereby, and each Lender or Affiliate of a Lender party to any such Related Swap Contract shall be deemed to be a Secured Party hereunder with respect to such Secured Obligations;

provided, however, that such obligations shall cease to be Secured Obligations at such time, prior to the Facility Termination Date, as such Person (or Affiliate of such Person) shall cease to be a “Lender” under the Credit Agreement.

No Person who obtains the benefit of any Lien by virtue of the provisions of this Section shall have any right to notice of any action or to consent to, direct or object to any action hereunder or under any other Loan Document or otherwise in respect of the Rolling Stock Collateral (including the release or impairment of any Rolling Stock Collateral) other than in its capacity as a Lender and only to the extent expressly provided in the Loan Documents. Each Secured Party not a party to the Credit Agreement who obtains the benefit of this Rolling Stock Security Agreement by virtue of the provisions of this Section shall be deemed to have acknowledged and accepted the appointment of the Agent pursuant to the terms of the Credit Agreement, and that with respect to the actions and omissions of the Agent hereunder or otherwise relating hereto that do or may affect such Secured Party, the Agent and each Administrative Agent-Related Person shall be entitled to all the rights, benefits and immunities conferred under Article X of the Credit Agreement.

(g) Amendment of Section 25 of the Intellectual Property Security Agreement. Section 25 of the Intellectual Property Security Agreement is hereby deleted in its entirety and replaced with the following:

25. Related Swap Contracts. All obligations of each Grantor under or in respect of Related Swap Contracts (which are not prohibited under the terms of the Credit Agreement) to which any Lender or any Affiliate of any Lender is a party, shall be deemed to be Secured Obligations secured hereby, and each Lender or Affiliate of a Lender party to any such Related Swap Contract shall be deemed to be a Secured Party hereunder with respect to such Secured Obligations; provided, however, that such obligations shall cease to be Secured Obligations at such time, prior to the Facility Termination Date, as such Person (or Affiliate of such Person) shall cease to be a “Lender” under the Credit Agreement.

No Person who obtains the benefit of any Lien by virtue of the provisions of this Section shall have any right to notice of any action or to consent to, direct or object to any action hereunder or under any other Loan Document or otherwise in respect of the Collateral (including the release or impairment of any Collateral) other than in its capacity as a Lender and only to the extent expressly provided in the Loan Documents. Each Secured Party not a party to the Credit Agreement who obtains the benefit of this Intellectual Property Security Agreement by virtue of the provisions of this Section shall be deemed to have acknowledged and accepted the appointment of the Agent pursuant to the terms of the Credit Agreement, and that with respect to the actions and omissions of the Agent hereunder or otherwise relating hereto that do or may affect such Secured Party, the Agent and each Administrative Agent-Related Person shall be entitled to all

the rights, benefits and immunities conferred under Article X of the Credit Agreement.

(h) Amendment of Section 17 of the Pledge Agreement (Borrower). Section 17 of the Pledge Agreement (Borrower) is hereby deleted in its entirety and replaced with the following:

17. Related Swap Contracts. All obligations of the Pledgor under or in respect of Related Swap Contracts (which are not prohibited under the terms of the Credit Agreement) to which any Lender or any Affiliate of any Lender is a party, shall be deemed to be Secured Obligations secured hereby, and each Lender or Affiliate of a Lender party to any such Related Swap Contract shall be deemed to be a Secured Party hereunder with respect to such Secured Obligations; provided, however, that such obligations shall cease to be Secured Obligations at such time, prior to the Facility Termination Date, as such Person (or Affiliate of such Person) shall cease to be a "Lender" under the Credit Agreement.

No Person who obtains the benefit of any Lien by virtue of the provisions of this Section shall have any right to notice of any action or to consent to, direct or object to any action hereunder or under any other Loan Document or otherwise in respect of the Collateral (including the release or impairment of any Collateral) other than in its capacity as a Lender and only to the extent expressly provided in the Loan Documents. Each Secured Party not a party to the Credit Agreement who obtains the benefit of this Pledge Agreement by virtue of the provisions of this Section shall be deemed to have acknowledged and accepted the appointment of the Agent pursuant to the terms of the Credit Agreement, and that with respect to the actions and omissions of the Agent hereunder or otherwise relating hereto that do or may affect such Secured Party, the Agent and each Administrative Agent-Related Person shall be entitled to all the rights, benefits and immunities conferred under Article X of the Credit Agreement.

(i) Amendment of Section 17 of the Pledge Agreement (Subsidiary). Section 17 of the Pledge Agreement (Subsidiary) is hereby deleted in its entirety and replaced with the following:

17. Related Swap Contracts. All obligations of each Pledgor under or in respect of Related Swap Contracts (which are not prohibited under the terms of the Credit Agreement) to which any Lender or any Affiliate of any Lender is a party, shall be deemed to be Secured Obligations secured hereby, and each Lender or Affiliate of a Lender party to any such Related Swap Contract shall be deemed to be a Secured Party hereunder with respect to such Secured Obligations; provided, however, that such obligations shall cease to be Secured Obligations at such time, prior to the Facility Termination Date, as such Person (or Affiliate of such Person) shall cease to be a "Lender" under the Credit Agreement.

No Person who obtains the benefit of any Lien by virtue of the provisions of this Section shall have any right to notice of any action or to consent to, direct

or object to any action hereunder or under any other Loan Document or otherwise in respect of the Collateral (including the release or impairment of any Collateral) other than in its capacity as a Lender and only to the extent expressly provided in the Loan Documents. Each Secured Party not a party to the Credit Agreement who obtains the benefit of this Pledge Agreement by virtue of the provisions of this Section shall be deemed to have acknowledged and accepted the appointment of the Agent pursuant to the terms of the Credit Agreement, and that with respect to the actions and omissions of the Agent hereunder or otherwise relating hereto that do or may affect such Secured Party, the Agent and each Administrative Agent-Related Person shall be entitled to all the rights, benefits and immunities conferred under Article X of the Credit Agreement.

(j) Amendment of Section 26 of the Security Agreement. Section 26 of the Security Agreement is hereby deleted in its entirety and replaced with the following:

26. Notices. Any notice required or permitted hereunder shall be given (a) with respect to the Borrower, at the address for the giving of notice then in effect under the Credit Agreement, (b) with respect to any Grantor, at the address then in effect for the giving of notices to such Grantor under the Facility Guaranty to which it is a party, and (c) with respect to the Agent or a Lender, at the Agent's address indicated in Schedule 11.02 of the Credit Agreement. All such addresses may be modified, and all such notices shall be given and shall be effective, as provided in Section 11.02 of the Credit Agreement for the giving and effectiveness of notices and modifications of addresses thereunder.

(k) Amendment of Section 27 of the Security Agreement. The 1st sentence of Section 27 of the Security Agreement is hereby deleted in its entirety and replaced with the following:

The rules of interpretation contained in Sections 1.03 and 1.06 of the Credit Agreement shall be applicable to this Security Agreement and are hereby incorporated by reference.

(l) Amendment of Section 23 of the Rolling Stock Security Agreement. Section 23 of the Rolling Stock Security Agreement is hereby deleted in its entirety and replaced with the following:

23. Notices. Any notice required or permitted hereunder shall be given (a) with respect to the Borrower, at the address for the giving of notice then in effect under the Credit Agreement, and (b) with respect to the Agent or a Lender, at the Agent's address indicated in Schedule 11.02 of the Credit Agreement. All such addresses may be modified, and all such notices shall be given and shall be effective, as provided in Section 11.02 of the Credit Agreement for the giving and effectiveness of notices and modifications of addresses thereunder.

(m) Amendment of Section 24 of the Rolling Stock Security Agreement. The 1st

sentence of Section 24 of the Rolling Stock Security Agreement is hereby deleted in its entirety and replaced with the following:

The rules of interpretation contained in Sections 1.03 and 1.06 of the Credit Agreement shall be applicable to this Rolling Stock Security Agreement and are hereby incorporated by reference.

(n) Amendment of Section 4(e) of the Intellectual Property Security Agreement. The reference to "Section 9.18 of the Credit Agreement" in the 6th line of Section 4(e) of the Intellectual Property Security Agreement is hereby deleted and replaced with "Section 7.14 of the Credit Agreement".

(o) Amendment of Section 31 of the Intellectual Property Security Agreement. Section 31 of the Intellectual Property Security Agreement is hereby deleted in its entirety and replaced with the following:

31. Notices. Any notice required or permitted hereunder shall be given (a) with respect to the Borrower, at the address for the giving of notice then in effect under the Credit Agreement, (b) with respect to any other Grantor, at the address then in effect for the giving of notices to such Grantor under the Facility Guaranty to which it is a party, and (c) with respect to the Agent or a Lender, at the Agent's address indicated in Schedule 11.02 of the Credit Agreement. All such addresses may be modified, and all such notices shall be given and shall be effective, as provided in Section 11.02 of the Credit Agreement for the giving and effectiveness of notices and modifications of addresses thereunder.

(p) Amendment of Section 32(c) of the Intellectual Property Security Agreement. The reference to "SECTION 13.2 OF THE CREDIT AGREEMENT" in the 6th line of Section 32(c) of the Intellectual Property Security Agreement is hereby deleted and replaced with "SCHEDULE 11.02 OF THE CREDIT AGREEMENT".

(q) Amendment of Section 23 of the Pledge Agreement (Borrower). Section 23 of the Pledge Agreement (Borrower) is hereby deleted in its entirety and replaced with the following:

23. Notices. Any notice required or permitted hereunder shall be given (a) with respect to the Pledgor, at the address for the giving of notice then in effect under the Credit Agreement, and (b) with respect to the Agent or a Lender, at the Agent's address indicated in Schedule 11.02 of the Credit Agreement. All such addresses may be modified, and all such notices shall be given and shall be effective, as provided in Section 11.02 of the Credit Agreement for the giving and effectiveness of notices and modifications of addresses thereunder.

(r) Amendment of Section 24 of the Pledge Agreement (Borrower). The 1st sentence of Section 24 of the Pledge Agreement (Borrower) is hereby deleted in its entirety and replaced with the following:

The rules of interpretation contained in Sections 1.03 and 1.06 of the Credit Agreement shall be applicable to this Pledge Agreement and are hereby incorporated by reference.

(s) Amendment of Section 23 of the Pledge Agreement (Subsidiary). Section 23 of the Pledge Agreement (Subsidiary) is hereby deleted in its entirety and replaced with the following:

23. Notices. Any notice required or permitted hereunder shall be given (a) with respect to any Pledgor, at the address then in effect for the giving of notices to such Pledgor under the Facility Guaranty to which it is a party, and (b) with respect to the Agent or a Lender, at the Agent's address indicated in Schedule 11.02 of the Credit Agreement. All such addresses may be modified, and all such notices shall be given and shall be effective, as provided in Section 11.02 of the Credit Agreement for the giving and effectiveness of notices and modifications of addresses thereunder.

(t) Amendment of Section 24 of the Pledge Agreement (Subsidiary). The 1st sentence of Section 24 of the Pledge Agreement (Subsidiary) is hereby deleted in its entirety and replaced with the following:

The rules of interpretation contained in Sections 1.03 and 1.06 of the Credit Agreement shall be applicable to this Pledge Agreement and are hereby incorporated by reference.

(u) Amendment of Section 3(b) of the Pledge Agreement (Subsidiary). The words "GAAP applied on a Consistent Basis" in the 4th line of Section 3(b) of the Pledge Agreement (Subsidiary) are hereby deleted and replaced with the words "GAAP applied on a consistent basis".

(v) Amendment of Section 3(b) of the Pledge Agreement (Borrower). The words "GAAP applied on a Consistent Basis" in the 4th line of Section 3(b) of the Pledge Agreement (Borrower) are hereby deleted and replaced with the words "GAAP applied on a consistent basis".

(w) Amendment of Section 12 of the Pledge Agreement (Borrower). The words "related agreement" in the 3rd line of Section 12 of the Pledge Agreement (Borrower) are hereby deleted and replaced with the words "Loan Document".

(x) Amendment of Section 13 of the Pledge Agreement (Borrower). The words "Related Agreement" in the last line of Section 13 of the Pledge Agreement (Borrower) are hereby deleted and replaced with the words "Loan Document".

(y) Amendment of 3rd Recital of the Security Agreement. The 3rd recital on the 1st page of the Security Agreement is hereby amended by deleting the words "and Advances" in the

2nd line thereof.

(z) Amendment of Section 6(c) of the Security Agreement. The words “GAAP applied on a Consistent Basis” in the 4th line of Section 6(c) of the Security Agreement are hereby deleted and replaced with the words “GAAP applied on a consistent basis”.

(aa) Amendment of Section 16 of the Security Agreement. The words “Related Agreement” in the 3rd line of Section 16 of the Security Agreement are hereby deleted and replaced with the words “Loan Document”.

(bb) Amendment of Section 17 of the Security Agreement. The words “Related Agreement” in the last line of Section 17 of the Security Agreement are hereby deleted and replaced with the words “Loan Document”.

(cc) Amendment of Section 7(f) of the Security Agreement. The words “Organizational Documents” in the 3rd line of Section 7(f) of the Security Agreement are hereby deleted and replaced with the words “Organization Documents”.

(dd) Amendment of Section 2(h) of the Security Agreement. The words “Contingent Obligations” in the 3rd line of Section 2(h) of the Security Agreement are hereby deleted and replaced with the words “contingent obligations”.

(ee) Amendment of 3rd Recital of the Intellectual Property Security Agreement. The 3rd recital on the 1st page of the Intellectual Property Security Agreement is hereby amended by deleting the words “and Advances” in the 1st line thereof.

(ff) Amendment of 1st page of the Intellectual Property Security Agreement. The last paragraph on the 1st page of the Intellectual Property Security Agreement is hereby amended by deleting the words “and Advances” in the 2nd line thereof.

(gg) Amendment of Exhibit A to the Intellectual Property Security Agreement. The 2nd recital on the 1st page of Exhibit A to the Intellectual Property Security Agreement is hereby amended by deleting the words “and Advances” in the 2nd line thereof.

(hh) Amendment of Section 30 of the Intellectual Property Security Agreement. The words “Letters of Credits” in the 4th line of Section 30 of the Intellectual Property Security Agreement are hereby deleted and replaced with the words “Letters of Credit”.

(ii) Amendment of Section 14 of the Rolling Stock Security Agreement. The words “Related Agreement” in the 3rd line of Section 14 of the Rolling Stock Security Agreement are hereby deleted and replaced with the words “Loan Document”.

(jj) Amendment of Section 15 of the Rolling Stock Security Agreement. The words “Related Agreement” in the last line of Section 15 of the Rolling Stock Security Agreement are hereby deleted and replaced with the words “Loan Document”.

(kk) Amendment of Section 5(c) of the Rolling Stock Security Agreement. The words “GAAP applied on a Consistent Basis” in the 4th line of Section 5(c) of the Rolling Stock Security Agreement are hereby deleted and replaced with the words “GAAP applied on a consistent basis”.

(ll) Amendment of Section 6(h) of the Rolling Stock Security Agreement. The words “Organizational Documents” in the 3rd line of Section 6(h) of the Rolling Stock Security Agreement are hereby deleted and replaced with the words “Organization Documents”.

(mm) Amendment of Section 2 of the Security Agreement. The last sentence of Section 2 of the Security Agreement is hereby deleted in its entirety and replaced with the following:

“Notwithstanding the foregoing, the Collateral shall not include (and no representation, warranty or covenant contained herein shall apply to):

(i) the Disney License Agreement;

(ii) any collateral in which a security interest is granted to the Administrative Agent for the benefit of the Secured Parties under any of the Pledge Agreement, the Rolling Stock Security Agreement, the Intellectual Property Security Agreement, or the Mortgage; or

(iii) any Accounts, General Intangibles, Chattel Paper, Instruments or Documents which by their terms or under applicable law, and in any event after giving effect to Section 9-408 of the UCC or a comparable provision of other applicable laws, the assignment of which by the applicable Grantor would give rise to an enforceable right in any counterparty to such document, instrument or agreement to effectively exercise rights to terminate or obtain remedies for breach or default (together with the Disney License Agreement, the “Excluded Contracts”).

For the avoidance of doubt, it is understood that the categories described in clauses (i) through (iii) above are not mutually exclusive and that property may fall in more than one such category.

In addition, notwithstanding the foregoing, the security interest granted herein shall not be deemed to attach to any property otherwise constituting Collateral during any period, but only for so long as, such property is subject to a Lien permitted by Section 8.01(i) of the Credit Agreement under any Contractual Obligation containing a negative pledge permitted under Section 8.09(iii) of the Credit Agreement (and no representation, warranty or covenant contained herein shall apply to such property during such period; provided that immediately upon any negative pledge permitted under Section 8.09(iii) of the Credit Agreement no longer being in effect with respect to any such property, without further action or notice, (i) the security interest granted herein shall attach to the property as to which such negative pledge is no longer applicable and (ii) all representations, warranties and covenants contained herein shall apply to such property.”

(nn) Amendment to Section 4 of the Security Agreement. The following clause (e) is added at the end of the Section 4 of the Security Agreement to read as follows:

“(e) Notwithstanding any term of this section or any other provision of the any Loan Document to the contrary, no Grantor shall be required to perfect the security interest granted herein in any Collateral consisting of motor vehicles covered by a certificate of title, and no Grantor shall be deemed to make any representation or warranty herein as to the perfection of such security interest in any such Collateral.”

(oo) Amendment to Section 6(b) of the Security Agreement. Section 6(b) of the Security Agreement is amended by adding the words “Except for Collateral disposed of in accordance with the terms of the Credit Agreement,” at the beginning of the first sentence of such section.

(pp) Amendment to Section 7(d) of the Security Agreement. The following phrase is added to the beginning of Section 7(d) and after the addition of such phrase, the first letter of the following phrase is made lowercase: “Except as set forth on Schedule 6.03 of the Credit Agreement,”.

(qq) Amendment to Section 7(h) of the Security Agreement. Section 7(h) of the Security Agreement is hereby amended by (i) inserting “Except in the case of motor vehicles,” at the beginning of the first sentence of such section and by changing “No” to “no” in such sentence; (ii) inserting the following words immediately after “(ii)”: “except to the extent that tangible personal property Collateral having an aggregate book value not greater than \$1,500,000.00 is being stored or held in the ordinary course of the Grantor’s business operations.”; and (iii) inserting the words “, if requested by the Agent,” immediately following the words “each such transaction”.

(rr) Amendment to Section 7(i) of the Security Agreement. Section 7(i) of the Security Agreement is hereby amended by (i) inserting “Except in the case of motor vehicles,” at the beginning of the first sentence of such section and by changing “No” to “no” in such sentence, and (ii) by deleting clause (y) and replacing it in its entirety with a new clause (y) to read as follows: “(y) except with respect to (i) the [Palmetto, Florida] location or (ii) any location at which tangible person property Collateral having an aggregate book value of less than \$1,500,000.00 is located, such Grantor has obtained or made a good faith effort to obtain such lessor’s acknowledgment of the Lien in favor of the Administrative Agent for the benefit of the Secured Parties conferred hereunder and waiver of its statutory and consensual liens and rights with respect to such Collateral in form and substance acceptable to the Administrative Agent, and, if obtained, delivered in writing to the Administrative Agent prior to any Collateral being located at any such location, and”.

(ss) Amendment to Section 9(a) of the Security Agreement. Section 9(a) of the Security Agreement is hereby amended by deleting the text of each of clause (vi) and (viii) thereof and inserting in lieu of such text “[Reserved]”.

(tt) Amendment to Sections 9(b) and 9(c) of the Security Agreement. The words “circus performance locations” appearing once in clause (ii) of Section 9(b) of the Security Agreement and twice in Section 9(c)(iii) of the Security Agreement are hereby replaced in each case with the words “event locations.” The words “that stated in the preceding sentence” in clause (ii) of Section 9(b) of the Security Agreement are hereby replaced with “\$1,500,000.00.”

(uu) Amendment to Section 9(d) of the Security Agreement. Section 9(d)(ii) of the Security Agreement is hereby deleted in its entirety and amended to read as follows:

“(ii) With respect to each letter of credit giving rise to Letter-of-Credit Rights that has an aggregate stated amount available to be drawn in excess of \$2,500,000.00, each Grantor shall, at the request of the Agent, use commercially reasonable efforts to cause the issuer thereof to execute and deliver to the Agent a Qualifying Control Agreement.

(vv) Amendment of Section 1 of the Intellectual Property Security Agreement. The following sentence is hereby added to the end of Section 1 of the Intellectual Property Security Agreement:

“Notwithstanding the foregoing, the Collateral shall not include (and no representation, warranty or covenant contained herein shall apply to):

(i) the Disney License Agreement; or

(ii) any general intangible which by its terms or under applicable law, and in any event after giving effect to Section 9-408 of the UCC or a comparable provision of other applicable laws, the assignment of which by the applicable Grantor would give rise to an enforceable right in any counterparty to such document, instrument or agreement to effectively exercise rights to terminate or obtain remedies for breach or default.”

(ww) Amendment to Section 5(b) of the Intellectual Property Security Agreement. (a) The following phrase is added to the beginning of Section 5(b) and after the addition of such phrase, the first letter of the following phrase is made lowercase: “Except as set forth on Schedule 6.03 of the Credit Agreement,”; and (b) the parenthetical phrase contained in clause (i) beginning with the word “excluding” and ending with the words “Secured Party” is hereby deleted in its entirety.

(xx) Amendment to Section 5(c) of the Intellectual Property Security Agreement. The following phrase is added to the beginning of Section 5(c), and after the addition of such phrase, the first letter following the phrase is made lowercase: “Other than such Licenses which, whether considered individually or collectively, are not material to the business of the Loan Parties, taken as a whole,”.

(yy) Amendment to Section 5(l) of the Intellectual Property Security Agreement. The following phrase is added to the beginning of Section 5(l), and after the addition of such phrase, the first letter following the phrase is made lowercase: “Other than such claims which, whether

considered individually or collectively, are not material to the business of the Loan Parties, taken as a whole.”.

(zz) Amendment to Section 6 of the Intellectual Property Security Agreement. The following phrase is added to the beginning of Sections 6(b) and (c), and after the addition of such phrase, the first letter following the phrase is made lowercase: “Other than such Patents which, whether considered individually or collectively, are not material to the business of the Loan Parties, taken as a whole.”.

(aaa) Amendment to Section 7 of the Intellectual Property Security Agreement. The following phrase is added to the beginning of Sections 7(b) and (c), and after the addition of such phrase, the first letter following the phrase is made lowercase: “Other than such Trademarks which, whether considered individually or collectively, are not material to the business of the Loan Parties, taken as a whole.”.

(bbb) Amendment to Section 8 of the Intellectual Property Security Agreement. The following phrase is added to the beginning of Sections 8(b) and (c), and after the addition of such phrase, the first letter following the phrase is made lowercase: “Other than such Copyrights which, whether considered individually or collectively, are not material to the business of the Loan Parties, taken as a whole.”.

(ccc) Center Ring Circus, LLC. The Administrative Agent acknowledges and agrees that Center Ring Circus, LLC (“Center Ring”), has become an Inactive Subsidiary, and accordingly (i) releases Center Ring from any obligation under any Security Instrument or other Loan Document, (ii) releases any collateral granted by Center Ring under the terms of any Security Instrument, and (iii) releases the ownership interests of Center Ring pledged to the Administrative Agent by the Borrower under the Pledge Agreement (Borrower). The Administrative Agent agrees that the Borrower shall have no further obligations with respect to Center Ring and the ownership interests thereof under the Pledge Agreement (Borrower) or any other Loan Document. The Administrative Agent agrees that the Receipt and Certificate of Registrar dated September 17, 2001 evidencing the pledge of the ownership interests of Center Ring may be cancelled and the books and records of Center Ring may so reflect. The Administrative Agent to execute and deliver to Center Ring a UCC-3 release covering each of the three existing UCC-1 financing statements executed by Center Ring in favor of the Administrative Agent, and to take such other actions at the expense of the Borrower as may reasonably be requested by Center Ring in order to evidence the releases described in this section.

(ddd) Amendment to Schedule 1(a) of the Rolling Stock Security Agreement. Schedule 1(a) of the Rolling Stock Security Agreement is hereby replaced in its entirety by a new Schedule 1(a) attached hereto.

(eee) Amendment to Schedule 6(h) of the Rolling Stock Security Agreement. Schedule 6(h) of the Rolling Stock Security Agreement is hereby replaced in its entirety by a new Schedule 6(h) attached hereto.

(fff) Amendment to Schedule 7(f) of the Security Agreement. Schedule 7(f) of the Rolling Stock Security Agreement is hereby replaced in its entirety by a new Schedule 7(f) attached hereto.

2. Effectiveness; Conditions Precedent. This Amendment and the amendments to the Security Documents herein provided shall become effective upon satisfaction of the conditions precedent set forth in Article V of the Credit Agreement and the Credit Agreement becoming effective.

3. Consent of the Guarantors. Each Guarantor hereby consents, acknowledges and agrees to the Credit Agreement Amendments and hereby confirms and ratifies in all respects the Security Documents (as amended hereby) to which such Guarantor is a party (including without limitation the continuation of such Guarantor's payment and performance obligations thereunder upon and after the effectiveness of the Credit Agreement Amendments, this Amendment and the amendments contemplated hereby) and the enforceability of such Security Documents against such Guarantor in accordance with their respective terms.

4. Representations and Warranties. Each Grantor represents and warrants to the Administrative Agent and the Lenders that:

(a) The representations and warranties made by each Grantor in each of the Loan Documents to which such Grantor is a party are true and correct on and as of the date hereof, except for such representations and warranties that expressly relate to an earlier date, which were true and correct as of such date; and

(b) The Persons appearing as "Grantors" on the signature pages to this Amendment constitute all Persons who are required to be Grantors pursuant to the terms of the Credit Agreement and the other Loan Documents, including without limitation all Persons who became Subsidiaries (other than Inactive Subsidiaries) or were otherwise required to become Guarantors prior to the date hereof under the Existing Credit Agreement, and each of such Persons has become and remains a party to the Security Documents as a Grantor.

5. Entire Agreement. This Amendment, together with all the Loan Documents (collectively, the "Relevant Documents"), sets forth the entire understanding and agreement of the parties hereto in relation to the subject matter hereof and supersedes any prior negotiations and agreements among the parties relating to such subject matter. No promise, condition, representation or warranty, express or implied, not set forth in the Relevant Documents shall bind any party hereto, and no such party has relied on any such promise, condition, representation or warranty. Each of the parties hereto acknowledges that, except as otherwise expressly stated in the Relevant Documents, no representations, warranties or commitments, express or implied, have been made by any party to the other. None of the terms or conditions of this Amendment may be changed, modified, waived or canceled orally or otherwise, except in writing and in accordance with Section 11.01 of the Credit Agreement.

6. Full Force and Effect of Agreement. Except as hereby specifically amended, modified or supplemented, the Security Documents are hereby confirmed and ratified in all

respects and shall be and remain in full force and effect according to their respective terms.

7. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument.

8. **Governing Law.** This Amendment shall in all respects be governed by, and construed in accordance with, the laws of the State of North Carolina applicable to contracts executed and to be performed entirely within such State, and shall be further subject to the provisions of Section 11.16(b) of the Credit Agreement.

9. **Enforceability.** Should any one or more of the provisions of this Amendment be determined to be illegal or unenforceable as to one or more of the parties hereto, all other provisions nevertheless shall remain effective and binding on the parties hereto.

10. **References.** All references in any of the Loan Documents to the "Security Instruments" shall mean the Security Instruments, as amended hereby.

11. **Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of the Administrative Agent, the Borrower and each of the Guarantors and Lenders, and their respective successors, legal representatives, and assignees to the extent such assignees are permitted assignees as provided in the Loan Documents.

[Signature pages follow.]

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

GRANTORS:

**ELEPHANT FACILITIES, INC.
FELD DEVELOPMENT CORPORATION
FELD DEVELOPMENT CORPORATION (FL)
FELD DEVELOPMENT CORPORATION (NC)
FELD ENTERTAINMENT, INC.
RINGLING BROS. – BARNUM & BAILEY
COMBINED SHOWS, INC.
FELD BROS. MANAGEMENT CORPORATION
HAGENBECK-WALLACE, INC.
ICE FOLLIES AND HOLIDAY ON ICE, INC.
KLOWNS PUBLISHING COMPANY, INC.
THREE RING ADVERTISING, INC.
RINGLING BROS. – BARNUM & BAILEY
INTERNATIONAL, INC.
SELLS-FLOTO, INC.
TCGP, INC.**

By: Jerome S. Sowalsky
Name: Jerome S. Sowalsky
Title: Executive Vice President & Secretary

**I & K TRADING COMPANY LIMITED
PARTNERSHIP**

By: TCGP, Inc., its General Partner

By: Jerome S. Sowalsky
Name: Jerome S. Sowalsky
Title: Executive Vice President & Secretary

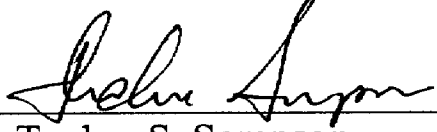
RELEASED GRANTOR:

CENTER RING CIRCUS, LLC

By: Jerome S. Sowalsky
Name: Jerome S. Sowalsky
Title: Executive Vice President & Secretary

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A.

By: 
Name: Tucker S. Sampson
Title: Principal

SCHEDULE I

<u>Grantor:</u>	<u>Loan Documents to which Grantor is a party:</u>
Feld Entertainment, Inc.	Security Agreement, Rolling Stock Security Agreement, Intellectual Property Security Agreement, Pledge Agreement (Borrower)
Center Ring Circus, LLC	Security Agreement, Intellectual Property Security Agreement
Elephant Facilities, Inc.	Security Agreement, Intellectual Property Security Agreement
Feld Development Corporation	Security Agreement, Intellectual Property Security Agreement, Pledge Agreement (Subsidiary)
Feld Development Corporation (FL)	Security Agreement, Intellectual Property Security Agreement
Feld Development Corporation (NC)	Security Agreement, Intellectual Property Security Agreement
Ringling Bros. – Barnum & Bailey Combined Shows, Inc.	Security Agreement, Intellectual Property Security Agreement, Pledge Agreement (Subsidiary)
Feld Bros. Management Corporation	Security Agreement, Intellectual Property Security Agreement
Hagenbeck-Wallace, Inc.	Security Agreement, Intellectual Property Security Agreement
Ice Follies & Holiday On Ice, Inc.	Security Agreement, Intellectual Property Security Agreement
Klowns Publishing, Inc.	Security Agreement, Intellectual Property Security Agreement
Three Ring Advertising, Inc.	Security Agreement, Intellectual Property Security Agreement
Ringling Bros. – Barnum & Bailey International, Inc.	Security Agreement, Intellectual Property Security Agreement, Pledge Agreement (Subsidiary)
Sells-Floto, Inc.	Security Agreement, Intellectual Property Security Agreement
TCGP, Inc.	Security Agreement, Intellectual Property Security Agreement, Pledge Agreement (Subsidiary)
I & K Trading Company Limited Partnership	Security Agreement, Intellectual Property Security Agreement

Schedule 1(a) to Rolling Stock Security Agreement

See following pages

	RBBX CAR Number	BUILT DATE	BUILDER	Acquired BY RBBB	CAR Body Metal	RBBB CAR TYPE
BLUE UNIT			57 Cars			
1	40006	1953	ACF	1972	AL	COACH
2	40013	1950	ACF	1993	AL	COACH
3	40014	1950	ACF	1993	AL	COACH
4	40018	1954	ACF	1994	AL	COACH
5	41301	1949	BUDD	1992	SS	COACH
6	41302	1949	BUDD	1991	SS	COACH
7	41303	1949	BUDD	1992	SS	COACH
8	41304	1949	BUDD	1991	SS	COACH
9	41305	1949	BUDD	1992	SS	COACH
10	41310	1949	BUDD	1992	SS	COACH
11	41312	1961	BUDD	1994	SS	COACH
12	41314	1949	BUDD	1995	SS	COACH
13	41402	1954	BUDD	1970	SS	COACH
14	41404	1955	BUDD	1982	SS	COACH
15	42005	1950	Pullman	1993	AL	COACH
16	42006	1950	Pullman	1993	AL	COACH
17	42009	1950	Pullman	1994	AL	COACH
18	42015	1950	Pullman	1972	AL	COACH
19	42101	1950	Pullman	1992	CS	COACH
20	42102	1950	Pullman	1992	CS	COACH
21	42103	1950	Pullman	1992	CS	COACH
22	42104	1950	Pullman	1992	CS	COACH
23	42105	1953	Pullman	1969	CS	COACH
24	42109	1949	Pullman	1978	CS	COACH
25	42203	1955	Pullman	1989	SC	COACH
26	43001	1958	STL CAR	1986	AL	COACH
27	43003	1960	STL CAR	1995	AL	COACH
28	43007	1964	STL CAR	1995	AL	COACH
29	43009	1960	STL CAR	1995	AL	COACH
30	43012	1964	STL CAR	1995	AL	COACH
31	60001	1962	ACF	1992	AL	COACH
32	60006	1961	ACF	1972	AL	STOCK
33	60010	1961	ACF	1972	AL	STOCK
34	60011	1961	ACF	1972	AL	COACH
35	60017	1961	ACF	1995	AL	STOCK
36	63001	1961	STL CAR	1972	AL	COACH
37	63005	1962	STL CAR	1994	AL	COACH
38	63009	1962	STL CAR	1997	AL	STOCK
39	80702	1967	ACF	1971	CS	FLAT
40	80703	1967	ACF	1967	CS	FLAT
41	80704	1967	ACF	1986	CS	FLAT
42	80706	1967	ACF		CS	FLAT
43	80707	1972	ACF		CS	FLAT
44	80708	1967	ACF	1971	CS	FLAT
45	80710	1968	ACF	1968	CS	FLAT
46	80711	1968	ACF	1968	CS	FLAT
47	80712	1968	ACF	1968	CS	FLAT
48	84704	1969	Bethlem	1969	CS	FLAT
49	84708	1970	Bethlem	1987	CS	FLAT
50	84717	1966	Bethlem	1998	CS	FLAT
51	84718	1969	Bethlem	1998	CS	FLAT
52	84719	1969	Bethlem	1998	CS	FLAT
53	84801	1964	Bethlem	1986	CS	FLAT
54	84802	1965	Bethlem	1993	CS	FLAT
55	85702	1969	MAXSON	1985	CS	FLAT
56	85703	1969	Maxson	1993	CS	FLAT
57	85704	1969	Maxson	1993	CS	FLAT

RBBX CAR Number	BUILT DATE	BUILDER	Acquired BY RBBB	CAR Body Metal	RBBB CAR TYPE
RED UNIT		56 Cars			
1	40001	1953	ACF	1972	AL COACH
2	40002	1953	ACF	1972	AL COACH
3	40003	1953	ACF	1972	AL COACH
4	40007	1954	ACF	1972	AL COACH
5	40010	1954	ACF	1987	AL COACH
6	40012	1954	ACF	1987	AL COACH
7	40015	1954	ACF	1994	AL COACH
8	40017	1954	ACF	1994	AL COACH
9	41308	1949	BUDD	1992	SS COACH
10	41308	1949	BUDD	1992	SS COACH
11	41311	1950	BUDD	1991	SS COACH
12	41313	1961	BUDD	1994	SS COACH
13	41315	1949	BUDD	1998	SS COACH
14	41408	1950	BUDD	1994	SS COACH
15	42001	1950	Pullman	1972	AL COACH
16	42007	1950	Pullman	1972	AL COACH
17	42017	1950	Pullman	1994	AL COACH
18	42018	1950	Pullman	1994	AL COACH
19	42019	1950	Pullman	1994	AL COACH
20	42020	1950	Pullman	1994	AL COACH
21	42022	1950	Pullman	1972	AL COACH
22	43002	1964	STL CAR	1994	AL COACH
23	43004	1964	STL CAR	1995	AL COACH
24	43005	1964	STL CAR	1995	AL COACH
25	43008	1964	STL CAR	1995	AL COACH
26	43008	1964	STL CAR	1995	AL COACH
27	43010	1964	STL CAR	1995	AL COACH
28	43011	1964	STL CAR	1995	AL COACH
29	60002	1962	ACF	1992	AL STOCK
30	60004	1961	ACF	1972	AL STOCK
31	60012	1961	ACF	1972	AL COACH
32	63002	1962	STL CAR	1972	AL COACH
33	63004	1962	STL CAR	1994	AL STOCK
34	63006	1962	STL CAR	1995	AL STOCK
35	63007	1962	STL CAR	1995	AL COACH
36	63008	1962	STL CAR	1995	AL COACH
37	80701	1967	ACF	1988	CS FLAT
38	80705	1967	ACF	1988	CS FLAT
39	80709	1968	ACF	1988	CS FLAT
40	80713	1969	ACF	1969	CS FLAT
41	80714	1969	ACF	1969	CS FLAT
42	80715	1969	ACF	1969	CS FLAT
43	80716	1969	ACF	1969	CS FLAT
44	80717	1969	ACF	1969	CS FLAT
45	84702	1969	Bethlem	1989	CS FLAT
46	84706	1969	Bethlem	1992	CS FLAT
47	84707	1969	Bethlem	1993	CS FLAT
48	84709	1973	Bethlem	1988	CS FLAT
49	84711	1979	Bethlem	1993	CS FLAT
50	84712	1979	Bethlem	1993	CS FLAT
51	84713	1964	Bethlem	1996	CS FLAT
52	84714	1964	Bethlem	1996	CS FLAT
53	84716	1966	Bethlem	1996	CS FLAT
54	84803	1967	Bethlem	1974	CS FLAT
55	84804	1973	Bethlem	1989	CS FLAT
56	85701	1969	MAXSON	1989	CS FLAT

RBBX CAR Number	BUILT DATE	BUILDER	Acquired BY RBBB	CAR Body Metal	RBBB CAR TYPE
PALMETTO TRAIN RECYCLING PALMETTO FL					
1	40004	1953	ACF	1972	AL COACH
2	40005	1953	ACF	1972	AL COACH
3	40011	1954	ACF	1984	AL COACH
4	41307	1949	BUDD	1992	SS COACH
5	41309	1950	BUDD	1991	SS COACH
6	41401	1954	BUDD	1978	SS COACH
7	41403	1955	BUDD	1982	SS COACH
8	41405	1955	BUDD	1982	SS COACH
9	41407	1949	BUDD	1996	SS COACH
10	41408	1950	BUDD	1996	SS COACH
11	41409	1954	BUDD	2000	SS COACH
12	42002	1950	Pullman	1972	AL COACH
13	42003	1950	Pullman	1994	AL COACH
14	42008	1950	Pullman	1972	AL COACH
15	42010	1950	Pullman	1994	AL COACH
16	42011	1950	Pullman	1994	AL COACH
17	42013	1950	Pullman	1972	AL COACH
18	42014	1950	Pullman	1994	AL COACH
19	42016	1950	Pullman	1972	AL COACH
20	42021	1950	Pullman	1994	AL COACH
21	42023	1951	Pullman	1995	AL COACH
22	60003	1982	ACF	1991	AL STOCK
23	60013	1981	ACF	1972	AL COACH
24	60014	1981	ACF	1972	AL STOCK
25	60016	1954	ACF	1995	AL BAGGAGE
26	60018	1954	ACF	1995	AL BAGGAGE
27	60018	1954	ACF	1997	AL BAGGAGE
28	60019	1981	ACF	1998	AL BAGGAGE
29	60020	1981	ACF	1998	AL BAGGAGE
30	63010	1982	STL CAR	1997	AL BAGGAGE
31	63011	1982	STL CAR	1998	AL STOCK
32	63012	1982	STL CAR	1998	AL BAGGAGE
33	63013	1982	STL CAR	1998	AL BAGGAGE
34	84703	1989	Bethlem	1989	CS FLAT

ELLENTON, FL - STORAGE TRACK

1	60009	1981	ACF	1972	AL STOCK
2	63003	1982	STL CAR	1972	AL STOCK
3	84701	1983	Bethlem	1992	CS FLAT
4	84705	1989	Bethlem	1989	CS FLAT
5	84710	1973	Bethlem	1987	CS FLAT

ELEPHANT FARM POLK CITY

1	40009	1953	ACF	1984	AL COACH
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NEW PURCHASE FROM MARC - June

1	41316	1949	BUDD	2003	SS COACH
2	41317	1949	BUDD	2003	SS COACH

PROGRESS RAIL SHOP - DeCOURSE

1	84715	1964	Bethlem	1996	CS FLAT
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Schedule 6(h) to Rolling Stock Security Agreement

See following pages

Schedule
Information Regarding Collateral

Legal Name of Entity	State of Incorporation and Type of Entity	Chief Executive Office	Business Location	Asset Locations	Tax ID #	Org #
Feld Entertainment, Inc.	Delaware Corporation	8607 Westwood Center Dr Vienna, VA 22182	Boston, MA Encino, CA Sherman Oaks, CA Bradenton, FL Palmetto, FL Polk City, FL Sarasota, FL Tampa, FL Williston, FL Duluth, GA Chicago, IL Jessup, MD Las Vegas, NV Demming, NM New York, NY Dallas, TX Vienna, VA	Palmetto, FL Encino, CA Polk City, FL Tampa, FL Williston, FL Duluth, GA Chicago, IL New York, NY Vienna, VA	52-1246352	0933491
Center Ring Circus, LLC	Delaware Single Member Limited Liability Company	8607 Westwood Center Dr Vienna, VA 22182	Vienna, VA Palmetto, FL	Palmetto, FL		**Treated as a division of Feld Entertainment, Inc.
Elephant Facilities, Inc.	Delaware Corporation	8607 Westwood Center Dr Vienna, VA 22182	Vienna, VA	No assets	54-1769845	2441844
Feld Development Corp	Delaware Corporation	8607 Westwood Center Dr Vienna, VA 22182	Vienna, VA	No assets other than stock of Feld Dev (FL) & Feld Dev (NC)	52-1429332	2074231
Feld Development Corp	Delaware Corporation	8607 Westwood Center Dr Vienna, VA 22182	Vienna, VA Polk City, FL	Polk City, FL	52-1503666	2116516
Feld Development Corp	Delaware Corporation	8607 Westwood Center Dr Vienna, VA 22182	Charlotte, NC Vienna, VA	Charlotte, NC	52-1434879	2074234
Ringling Bros-Barnum & Bailey Combined Shows, Inc.	Delaware Corporation	8607 Westwood Center Dr Vienna, VA 22182	Vienna, VA Palmetto, FL	Vienna, VA	52-0913320	0768819

Field Bros Management Corp	Delaware Corporation	8607 Westwood Center Dr Vienna, VA 22182	Las Vegas, NV Vienna, VA	No assets	52-0905598	0759918
Hagenbeck-Wallace, Inc	Delaware Corporation	8607 Westwood Center Dr Vienna, VA 22182	Sarasota, FL Vienna, VA	Sarasota, FL	52-0915465	0774018
Ice Follies & Holiday on Ice, Inc.	Delaware Corporation	8607 Westwood Center Dr Vienna, VA 22182	Vienna, VA Palmetto, FL	Palmetto, FL	52-1148565	0772913
Klowns Publishing Inc.	Delaware Corporation	8607 Westwood Center Dr Vienna, VA 22182	Vienna, VA	No assets	52-0901778	0750708
Three Ring Advertising, Inc.	Delaware Corporation	8607 Westwood Center Dr Vienna, VA 22182	Vienna, VA	No assets	52-0962940	0784230
Ringling Bros.-Barnum & Bailey International, Inc.	Delaware Corporation	8607 Westwood Center Dr Vienna, VA 22182	Vienna, VA	No assets other than contracts w/foreign promoters	52-1579843	2149006
I&K Trading Company L.P.	Maryland Limited Partnership	8607 Westwood Center Dr Vienna, VA 22182	Jessup, MD Vienna, VA	Jessup, MD	52-1508165	M02442945
Sells-Flojo, Inc.	Delaware Corporation	8607 Westwood Center Dr Vienna, VA 22182	Vienna, VA Jessup, MD Palmetto, FL	Palmetto, FL Jessup, MD Vienna, VA	52-0996636	0797068
TCGP, Inc.	Delaware Corporation	8607 Westwood Center Dr Vienna, VA 22182	Vienna, VA	No assets other than 1% interest in I&K Trading Co., L.P.	54-1858976	2740684

*For Trade Styles, Trade Names and Trademarks of entities, see attached list.

**For other addresses of the entities and addresses where the collateral of the Grantors is located, see attached Collateral Information Worksheet

***No person has effected any merger or consolidation with a Grantor or contributed or transferred to a Grantor any property constituting Collateral at any time since January 1, 1996 (excluding Persons making sales in the ordinary course of their businesses to a Grantor of property constituting inventory in the hands of such seller).

****The location of the chief executive office of each Grantor has not changed since January 1, 1996.

**Ringling Bros.-Barnum and Bailey Combined Shows, Inc.
Trademarks/Trade Names**

<u>Country</u>	<u>Trademark</u>	<u>Registered</u>	<u>Reg#</u>	<u>Status</u>
CANADA	THE GREATEST SHOW ON EARTH logo	04/24/87	326783	REGISTERED
	THE GREATEST SHOW ON EARTH logo	02/6/91	211952	REGISTERED
	THE GREATEST SHOW ON EARTH	06/24/94	429316	REGISTERED
	THE GREATEST SHOW ON EARTH on Globe Device	03/22/96	455853	REGISTERED
EUROPEAN COMMUNITY	RINGLING BROS. AND BARNUM & BAILEY CIRCUS w/ logo and TGSOE	05/29/02	2136489	REGISTERED
	THE GREATEST SHOW ON EARTH	10/16/02	359141	REGISTERED
JAPAN	CLOWN COLLEGE	02/29/96	3121188	REGISTERED
	CLOWN COLLEGE	08/31/89	2159732	REGISTERED
	CLOWN COLLEGE	02/23/90	2210827	REGISTERED
	CLOWN COLLEGE	02/23/90	2210840	REGISTERED
	CLOWN COLLEGE JAPAN & DESIGN	04/28/94	2654403	REGISTERED
	CLOWN COLLEGE with Katakana	06/11/99	3371291	REGISTERED
	CLOWN COLLEGE with Katakana	12/25/91	2363618	REGISTERED
	CLOWN COLLEGE with Katakana	01/31/92	2370276	REGISTERED
	CLOWN COLLEGE with Katakana	03/31/92	2389730	REGISTERED
	CLOWN COLLEGE with Katakana	04/30/92	2398767	REGISTERED
	CLOWN COLLEGE with Katakana	02/29/96	3121188	REGISTERED
	KING TUSK	09/29/89	2168011	REGISTERED
	KING TUSK	04/28/89	2134423	REGISTERED
	KING TUSK	01/30/90	2202506	REGISTERED
	RINGLING BROS. AND BARNUM & BAILEY CIRCUS & DESIGN	10/30/91	2342616	REGISTERED
	RINGLING BROS. AND BARNUM & BAILEY CLOWN COLLEGE & DESIGN	10/30/91	2342614	REGISTERED
	RINGLING BROS. AND BARNUM & BAILEY CIRCUS & DESIGN	10/30/91	2342615	REGISTERED
	RINGLING BROS. AND BARNUM & BAILEY AND CLOWN DESIGN	06/29/94	2681976	REGISTERED
	RINGLING BROS.-BARNUM & BAILEY WITH CLOWN & DESIGN	07/31/92	2437322	REGISTERED
	RINGLING BROS.-BARNUM & BAILEY WITH CLOWN & DESIGN	11/30/93	2596627	REGISTERED
	RINGLING BROS. AND BARNUM & BAILEY CIRCUS	02/24/97	3259834	REGISTERED
	RINGLING BROS. AND BARNUM & BAILEY CIRCUS & DESIGN	07/31/92	2435323	REGISTERED
	RINGLING BROS. AND BARNUM & BAILEY CIRCUS with design	09/21/90	2261802	REGISTERED
	RINGLING BROS. AND BARNUM & BAILEY CLOWN COLLEGE	03/29/91	2303434	REGISTERED
	RINGLING BROS. AND BARNUM & BAILEY CLOWN COLLEGE & DESIGN	07/30/90	2246188	REGISTERED
	RINGLING BROS.-BARNUM & BAILEY CLOWN COLLEGE & DESIGN	09/30/93	2583164	REGISTERED
	RINGLING BROS.-BARNUM & BAILEY CLOWN COLLEGE JAPAN & DESIGN	09/30/93	2583165	REGISTERED

RINGLING BROS.-BARNUM & BAILEY			
CLOWN COLLEGE JAPAN & DESIGN	06/29/94	2681977	REGISTERED
THE GREATEST SHOW ON EARTH	09/29/89	2168010	REGISTERED
THE GREATEST SHOW ON EARTH	03/31/95	3035187	REGISTERED
THE GREATEST SHOW ON EARTH	04/28/89	2134422	REGISTERED
THE GREATEST SHOW ON EARTH	01/24/97	3239539	REGISTERED
THE GREATEST SHOW ON EARTH	09/29/89	2168010	REGISTERED
THE GREATEST SHOW ON EARTH	03/31/95	3035187	REGISTERED
THE GREATEST SHOW ON EARTH	04/28/89	2134422	REGISTERED
THE GREATEST SHOW ON EARTH	01/24/97	3239539	REGISTERED
THE GREATEST SHOW ON EARTH & GLOBE DESIGN	09/30/93	2583163	REGISTERED
THE GREATEST SHOW ON EARTH & GLOBE LOGO	02/24/97	3259833	REGISTERED
THE GREATEST SHOW ON EARTH with GLOBE DESIGN	01/30/90	2205588	REGISTERED
THE GREATEST SHOW ON EARTH with GLOBE DESIGN	09/21/90	2263641	REGISTERED
THE LIVING UNICORN	11/28/89	2191767	REGISTERED
THE LIVING UNICORN	01/30/90	2202504	REGISTERED
THE LIVING UNICORN & DESIGN	07/30/90	2251720	REGISTERED

MEXICO

AIRIANNA	02/28/97	543857	REGISTERED
AIRIANNA	02/28/97	543856	REGISTERED
AIRIANNA	02/28/97	543855	REGISTERED
AIRIANNA	02/18/97	543862	REGISTERED
AIRIANNA	06/12/00	658489	REGISTERED
EL ESPECTACULO MAS GRANDE DEL MUNDO	02/27/96	518073	REGISTERED
EL ESPECTACULO MAS GRANDE DEL MUNDO	02/27/96	518071	REGISTERED
EL ESPECTACULO MAS GRANDE DEL MUNDO	02/27/96	518070	REGISTERED
EL ESPECTACULO MAS GRANDE DEL MUNDO	02/27/96	518072	REGISTERED
EL ESPECTACULO MAS GRANDE SOBRE LA TIERRA	05/08/92	412691	REGISTERED
LA AVENTURE DE LAS TRES PISTAS	03/31/97	545643	REGISTERED
LA FLECHA HUMANA	02/28/97	843861	REGISTERED
MEGA FANTE	01/04/96	520892	REGISTERED
MEGA FANTE	03/22/96	521362	REGISTERED
MEGA FANTE	05/15/96	522119	REGISTERED
RINGLING BROS. AND BARNUM & BAILEY	10/30/95	508842	REGISTERED
RINGLING BROS. AND BARNUM & BAILEY	10/31/95	509224	REGISTERED
RINGLING BROS. BARNUM & BAILEY	06/19/96	524028	REGISTERED
THE GREATEST SHOW ON EARTH	06/19/96	524029	REGISTERED
THE GREATEST SHOW ON EARTH	02/26/96	517616	REGISTERED
THE GREATEST SHOW ON EARTH	11/29/96	511345	REGISTERED
THE GREATEST SHOW ON EARTH	01/20/88	341151	REGISTERED
THE GREATEST SHOW ON EARTH & DESIGN	07/11/96	525583	REGISTERED
THE HUMAN ARROW	02/28/97	543858	REGISTERED
THE HUMAN ARROW	02/28/97	543860	REGISTERED
THE HUMAN ARROW	02/28/97	843859	REGISTERED
TU NUNCA HAS VISTO NAD IGUAL		13009	REGISTERED

US

3 RING GAZETTE	01/20/98	2129927	REGISTERED
AMERICA'S LIVING NATIONAL TREASURE	08/01/95	1908436	REGISTERED
AMERICA'S LIVING NATIONAL TREASURE	03/03/98	2141050	REGISTERED
AMERICA'S LIVING NATIONAL TREASURE	02/08/00	2316873	REGISTERED
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FELD ENTERTAINMENT	08/18/98	2181942	REGISTERED
KING TUSK	07/07/87	1446864	REGISTERED
RINGLING BROS. AND BARNUM & BAILEY	05/27/69	870254	REGISTERED
RINGLING BROS.	02/22/00	2320542	REGISTERED
RINGLING BROS. AND BARNUM & BAILEY	09/08/98	2188593	REGISTERED
RINGLING BROS. AND BARNUM & BAILEY	02/08/00	2316875	REGISTERED
RINGLING ONLINE	02/17/98	2137994	REGISTERED
RINGLING ONLINE	02/15/00	2319627	REGISTERED
RINGLING REWARDS	01/27/98	2132847	REGISTERED
THE FUNNIEST SHOW ON EARTH	01/11/00	2307843	REGISTERED
THE GREATEST SHOW ON EARTH	12/05/61	724946	REGISTERED
THE GREATEST SHOW ON EARTH	04/06/65	787963	REGISTERED
THE GREATEST SHOW ON EARTH	08/25/98	2185161	REGISTERED
THE GREATEST SHOW ON EARTH	08/29/00	2380169	REGISTERED
THE GREATEST SHOW ON EARTH & Design	12/05/61	724947	REGISTERED
THE GREATEST SHOW ON EARTH & DESIGN	10/22/85	1366779	REGISTERED
THE GREATEST SHOW ON EARTH & DESIGN	10/01/85	1363330	REGISTERED
THE GREATEST SHOW ON EARTH & DESIGN	10/21/86	1414050	REGISTERED
THE GREATEST SHOW ON EARTH & DESIGN	10/01/85	1363568	REGISTERED
THE MOST FUN EVER UNDER A TENT	04/18/00	2343302	REGISTERED
THE TALLEST SHWO ON EARTH	01/11/00	2307844	REGISTERED
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ZUSHA	03/03/98	2141052	REGISTERED
ZUSHA	03/24/98	2146127	REGISTERED

FELD ENTERTAINMENT, INC.
RINGLING BROS.-BARNUM & BAILEY COMBINED SHOWS, INC.

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RBBB 3 Ring Gazette (Summer 1995)	TX 4-257-617	4/10/96
RBBB 3 Ring Gazette (Fall 1995)	TX 4-156-729	12/1/95
RBBB 3 Ring Gazette (Spring 1996)	TX 4-459-183	4/18/97
RBBB 3 Ring Gazette (Summer 1996)	TX 4-459-182	4/18/97
RBBB 3 Ring Gazette (Fall 1996)	TX 4-459-181	4/18/97
RBBB 3 Ring Gazette (Winter 1997)	TX 4-459-180	4/18/97
RBBB Clown College	Vau 365-879	5/28/96
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RBBB 129th Media Guide	TX 5-624-090	8/13/02
RBBB 130th Edition Program Book	TX 5-611-093	8/13/02
RBBB 130th Edition Video Program	PA 1-112-500	8/13/02
RBBB 130th Media Guide	TX 5-611-092	8/13/02
RBBB 131st Edition Program Book	TX 5-611-094	8/13/02
RBBB 131st Media Guide	TX 5-611-091	8/13/02
RBBB 131st Edition Video Program Book	PA 1-112-499	8/13/02
RBBB 132nd Edition Program Book	TX 5-611-095	8/13/02
RBBB 132nd Media Guide	TX 5-611-090	8/13/02
RBBB 132nd Edition Video Program Book	PA 1-112-498	8/13/02
RBBB 132nd Edition Photographs	VA 1-159-761	8/13/02

Collateral Information Worksheet
 Fele Entertainment, Inc.
 List of Business Locations

Street Address	City	State	Zip	Country	Type of Operation	Phone #	Fax #
51 Church Street 2nd Fl	Boston	MA	02116	US	Sales Office	617.338.9614	617.338.9479
650 N. Dearborn, Ste 400	Chicago	IL	60610	US	Sales Office	312.475.0060	312.475.0061
4120 Main Street	Dallas	TX	75226	US	Sales Office	214.841.0214	214.841.0210
Rt. 1, Box 72	Demming	NM	88030	US	Ice fl storage/maintenance		
3885 Crestwood NW, Ste 160	Duluth	GA	30096	US	Sales Office	404.885.1696	404.885.9611
15821 Ventura Blvd, Ste 550	Encino	CA	91436	US	Sales Office	818.784.0500	818.784.0811
8230-B Sandy Ct.	Jessup	MD	20794	US	Warehouse/Dis/Ctr/Offices	410.792.9146	301.470.4276
4665 S. Procyon, Ste 0	Las Vegas	NV	89103	US	FEI office/S&R Prop Storg	702.736.3001	702.736.4996
261 Madison Ave, Ste 1503	New York	NY	10016	US	Sales Office	212.818.9430	212.818.9619
1313 17th St, East	Palmeto	FL	34221	US	Ops Center	941.721.1200	941.722.1777
1315 17th St, East	Palmeto	FL	34221	US	Ops Center	941.721.1200	941.722.1777
12850 Old Grade Rd	Polk City	FL	33868	US	Ctr Elephant Conservation	863.984.9374	863.984.3399
13440 Ventura Blvd, Ste 110	Sherman Oak CA	CA	91423	US	Jerry Bilik's Office	818.789.0371	818.789.1673
4800 US Highway 301 N	Tampa	FL	33610	US	Sales Office	813.623.6773	813.621.8561
8607 Westwood Cir Dr	Vienna	VA	02182	US	Corporate Offices	703.448.4000	703.448.4100
18653 NE 81st St	Williston	FL	32696	US	Animal Farm	352.526.4606	
Schipholboulevard 227, Tower B 4th Fl	Schiphol		1118 BH	The Netherlands	Europe Reg Office	011.31.20.405.7644	011.31.20.405.7647
The Core, Rm 281, Ste 6, 11th Fl, 1888 Nanki	Taipei			Taiwan	Sales Office	011.886.2.2747.8800	011.886.2.2747.2733
Perthhouse Office, Hong Kong House, No.17-19 Wellington St. Hong Kong				China	Sales Office	852.2525.7406	852.2869.4146
Suite 611, 370 St. Kilda Road	Melbourne		03004	VIC	Sales Office	61.3.9699.9322	61.3.9699.9377

Schedule 7(f) to Security Agreement

See following pages

Schedule
Information Regarding Collateral

Legal Name of Entity	State of Incorporation and Type of Entity	Chief Executive Office	Business Location	Asset Locations	Tax ID #	Org #
Feld Entertainment, Inc.	Delaware Corporation	8607 Westwood Center Dr Vienna, VA 22182	Boston, MA Encino, CA Sherman Oaks, CA Bradenton, FL Palmetto, FL Polk City, FL Sarasota, FL Tampa, FL Williston, FL Duluth, GA Chicago, IL Jessup, MD Las Vegas, NV Demming, NM New York, NY Dallas, TX Vienna, VA	Encino, CA Palmetto, FL Polk City, FL Tampa, FL Williston, FL Duluth, GA Chicago, IL New York, NY Vienna, VA	52-1246352	0933491
Center Ring Circus, LLC	Delaware Single Member Limited Liability Company	8607 Westwood Center Dr Vienna, VA 22182	Vienna, VA Palmetto, FL	Palmetto, FL	**Treated as a division of Feld Entertainment, Inc.	2897586
Elephant Facilities, Inc.	Delaware Corporation	8607 Westwood Center Dr Vienna, VA 22182	Vienna, VA	No assets	54-1769845	2441844
Feld Development Corp	Delaware Corporation	8607 Westwood Center Dr Vienna, VA 22182	Vienna, VA	No assets other than stock of Feld Dev (FL) & Feld Dev (NC)	52-1429332	2074231
Feld Development Corp	Delaware Corporation	8607 Westwood Center Dr Vienna, VA 22182	Vienna, VA Polk City, FL	Polk City, FL	52-1503666	2116516
Feld Development Corp	Delaware Corporation	8607 Westwood Center Dr Vienna, VA 22182	Charlotte, NC Vienna, VA	Charlotte, NC	52-1434879	2074234
Ringling Bros-Barnum & Bailey Combined Shows, Inc.	Delaware Corporation	8607 Westwood Center Dr Vienna, VA 22182	Vienna, VA Palmetto, FL	Vienna, VA	52-0913320	0768819

Field Bros Management Corp	Delaware Corporation	8607 Westwood Center Dr Vienna, VA 22182	Las Vegas, NV Vienna, VA	No assets	52-0905598	0759918
Hagenbeck-Wallace, Inc	Delaware Corporation	8607 Westwood Center Dr Vienna, VA 22182	Sarasota, FL Vienna, VA	Sarasota, FL	52-0915465	0774018
Ice Follies & Holiday on Ice, Inc.	Delaware Corporation	8607 Westwood Center Dr Vienna, VA 22182	Vienna, VA Palmetto, FL	Palmetto, FL	52-148565	0772913
Knovns Publishing Inc.	Delaware Corporation	8607 Westwood Center Dr Vienna, VA 22182	Vienna, VA	No assets	52-0901778	0750708
Three Ring Advertising, Inc.	Delaware Corporation	8607 Westwood Center Dr Vienna, VA 22182	Vienna, VA	No assets	52-0962940	0784230
Ringling Bros.-Barnum & Bailey International, Inc.	Delaware Corporation	8607 Westwood Center Dr Vienna, VA 22182	Vienna, VA	No assets other than contracts w/foreign promoters	52-1579843	2149006
I&K Trading Company L.P.	Maryland Limited Partnership	8607 Westwood Center Dr Vienna, VA 22182	Jessup, MD Vienna, VA	Jessup, MD	52-1508165	M02442945
Sells-Feldt, Inc.	Delaware Corporation	8607 Westwood Center Dr Vienna, VA 22182	Vienna, VA Jessup, MD Palmetto, FL	Palmetto, FL Jessup, MD Vienna, VA	52-0996636	0797068
TCGP, Inc.	Delaware Corporation	8607 Westwood Center Dr Vienna, VA 22182	Vienna, VA	No assets other than 1% interest in I&K Trading Co., L.P.	54-1858976	2740684

*For Trade Styles, Trade Names and Trademarks of entities, see attached list.

**For other addresses of the entities and addresses where the collateral of the Grantors is located, see attached Collateral Information Worksheet

***No person has effected any merger or consolidation with a Grantor or contributed or transferred to a Grantor any property constituting Collateral at any time since January 1, 1996 (excluding Persons making sales in the ordinary course of their businesses to a Grantor of property constituting inventory in the hands of such seller).

****The location of the chief executive office of each Grantor has not changed since January 1, 1996.

**Ringling Bros.-Barnum and Bailey Combined Shows, Inc.
Trademarks/Trade Names**

<u>Country</u>	<u>Trademark</u>	<u>Registered</u>	<u>Reg#</u>	<u>Status</u>
CANADA	THE GREATEST SHOW ON EARTH logo	04/24/87	326783	REGISTERED
	THE GREATEST SHOW ON EARTH logo	02/6/91	211952	REGISTERED
	THE GREATEST SHOW ON EARTH	06/24/94	429316	REGISTERED
	THE GREATEST SHOW ON EARTH on Globe Device	03/22/96	455853	REGISTERED
EUROPEAN COMMUNITY	RINGLING BROS. AND BARNUM & BAILEY CIRCUS w/ logo and TGSOE	05/29/02	2136489	REGISTERED
	THE GREATEST SHOW ON EARTH	10/16/02	359141	REGISTERED
JAPAN	CLOWN COLLEGE	02/29/96	3121188	REGISTERED
	CLOWN COLLEGE	08/31/89	2159732	REGISTERED
	CLOWN COLLEGE	02/23/90	2210827	REGISTERED
	CLOWN COLLEGE	02/23/90	2210840	REGISTERED
	CLOWN COLLEGE JAPAN & DESIGN	04/28/94	2654403	REGISTERED
	CLOWN COLLEGE with Katakana	06/11/99	3371291	REGISTERED
	CLOWN COLLEGE with Katakana	12/25/91	2363618	REGISTERED
	CLOWN COLLEGE with Katakana	01/31/92	2370276	REGISTERED
	CLOWN COLLEGE with Katakana	03/31/92	2389730	REGISTERED
	CLOWN COLLEGE with Katakana	04/30/92	2398767	REGISTERED
	CLOWN COLLEGE with Katakana	02/29/96	3121188	REGISTERED
	KING TUSK	09/29/89	2168011	REGISTERED
	KING TUSK	04/28/89	2134423	REGISTERED
	KING TUSK	01/30/90	2202506	REGISTERED
	RINGLING BROS. AND BARNUM & BAILEY CIRCUS & DESIGN	10/30/91	2342616	REGISTERED
	RINGLING BROS. AND BARNUM & BAILEY CLOWN COLLEGE & DESIGN	10/30/91	2342614	REGISTERED
	RINGLING BROS. AND BARNUM & BAILEY CIRCUS & DESIGN	10/30/91	2342615	REGISTERED
	RINGLING BROS. AND BARNUM & BAILEY AND CLOWN DESIGN	06/29/94	2681976	REGISTERED
	RINGLING BROS.-BARNUM & BAILEY WITH CLOWN & DESIGN	07/31/92	2437322	REGISTERED
	RINGLING BROS.-BARNUM & BAILEY WITH CLOWN & DESIGN	11/30/93	2596627	REGISTERED
	RINGLING BROS. AND BARNUM & BAILEY CIRCUS	02/24/97	3259834	REGISTERED
	RINGLING BROS. AND BARNUM & BAILEY CIRCUS & DESIGN	07/31/92	2435323	REGISTERED
	RINGLING BROS. AND BARNUM & BAILEY CIRCUS with design	09/21/90	2261802	REGISTERED
	RINGLING BROS. AND BARNUM & BAILEY CLOWN COLLEGE	03/29/91	2303434	REGISTERED
	RINGLING BROS. AND BARNUM & BAILEY CLOWN COLLEGE & DESIGN	07/30/90	2246188	REGISTERED
	RINGLING BROS.-BARNUM & BAILEY CLOWN COLLEGE & DESIGN	09/30/93	2583164	REGISTERED
	RINGLING BROS.-BARNUM & BAILEY CLOWN COLLEGE JAPAN & DESIGN	09/30/93	2583165	REGISTERED

RINGLING BROS.-BARNUM & BAILEY CLOWN COLLEGE JAPAN & DESIGN	06/29/94	2681977	REGISTERED
THE GREATEST SHOW ON EARTH	09/29/89	2168010	REGISTERED
THE GREATEST SHOW ON EARTH	03/31/95	3035187	REGISTERED
THE GREATEST SHOW ON EARTH	04/28/89	2134422	REGISTERED
THE GREATEST SHOW ON EARTH	01/24/97	3239539	REGISTERED
THE GREATEST SHOW ON EARTH	09/29/89	2168010	REGISTERED
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THE GREATEST SHOW ON EARTH & GLOBE DESIGN	09/30/93	2583163	REGISTERED
THE GREATEST SHOW ON EARTH & GLOBE LOGO	02/24/97	3259833	REGISTERED
THE GREATEST SHOW ON EARTH with GLOBE DESIGN	01/30/90	2205588	REGISTERED
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THE GREATEST SHOW ON EARTH & Design	12/05/61	724947	REGISTERED
THE GREATEST SHOW ON EARTH & DESIGN	10/22/85	1366779	REGISTERED
THE GREATEST SHOW ON EARTH & DESIGN	10/01/85	1363330	REGISTERED
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RBBB 129th Edition Program Book	TX 5-594-090	8/13/02
RBBB 129th Media Guide	TX 5-624-090	8/13/02
RBBB 130th Edition Program Book	TX 5-611-093	8/13/02
RBBB 130th Edition Video Program	PA 1-112-500	8/13/02
RBBB 130th Media Guide	TX 5-611-092	8/13/02
RBBB 131st Edition Program Book	TX 5-611-094	8/13/02
RBBB 131st Media Guide	TX 5-611-091	8/13/02
RBBB 131st Edition Video Program Book	PA 1-112-499	8/13/02
RBBB 132nd Edition Program Book	TX 5-611-095	8/13/02
RBBB 132nd Media Guide	TX 5-611-090	8/13/02
RBBB 132nd Edition Video Program Book	PA 1-112-498	8/13/02
RBBB 132nd Edition Photographs	VA 1-159-761	8/13/02

Collateral Information Worksheet
 Fele Entertainment, Inc.
 List of Business Locations

Street Address	City	State	Zip	Country	Type of Operation	Phone #	Fax #
51 Church Street, 2nd Fl	Boston	MA	02116	US	Sales Office	617.338.9614	617.338.9479
650 N. Dearborn, Ste 400	Chicago	IL	60610	US	Sales Office	312.475.0060	312.475.0061
4120 Main Street	Dallas	TX	75226	US	Sales Office	214.841.0214	214.841.0210
Rt. 1, Box 72	Demming	NM	88030	US	Ice fl storage/maintenance		
3885 Crestwood NW, Ste 160	Duluth	GA	30096	US	Sales Office	404.885.1696	404.885.9611
15821 Ventura Blvd, Ste 550	Encino	CA	91436	US	Sales Office	818.784.0500	818.784.0811
8230-B Sandy Ct.	Jessup	MD	20794	US	Warehouse/DisCtr/Offices	410.792.9146	301.470.4276
4665 S. Procyon, Ste 0	Las Vegas	NV	89103	US	FEI office/S&R Prop Storg	702.736.3001	702.736.4996
261 Madison Ave, Ste 1503	New York	NY	10016	US	Sales Office	212.818.9430	212.818.9619
1313 17th St, East	Palmetto	FL	34221	US	Ops Center	941.721.1200	941.722.1777
1315 17th St, East	Palmetto	FL	34221	US	Ops Center	941.721.1200	941.722.1777
12850 Old Grade Rd	Polk City	FL	33868	US	Ctr Elephant Conservation	863.984.9374	863.984.3389
13440 Ventura Blvd, Ste 110	Sherman Oak CA	CA	91423	US	Jerry Bilik's Office	818.789.0371	818.789.1673
4800 US Highway 301 N	Tampa	FL	33610	US	Sales Office	813.623.6773	813.621.8581
8607 Westwood Cir Dr	Vienna	VA	02182	US	Corporate Offices	703.448.4000	703.448.4100
18653 NE 81st St	Williston	FL	32696	US	Animal Farm	352.526.4606	
Schipholboulevard 227, Tower B 4th Fl	Schiphol		1118 BH	The Netherlands	Europe Reg Office	011.31.20.405.7644	011.31.20.405.7647
The Core, Rm 281, Ste 6, 11th Fl, 1888 Nanki	Taipei			Taiwan	Sales Office	011.886.2.2747.8800	011.866.2.2747.2733
Penthouse Office, Hong Kong House, No.17-19 Wellington St. Hong Kong				China	Sales Office	852.2525.7406	852.2869.4146
Suite 611, 370 St. Kilda Road	Melbourne		03004	VIC	Sales Office	61.3.9699.9322	61.3.9699.9377

Schedules I, II, III and IV to Intellectual Property Security Agreement

See following pages for Schedules I, II, and III

Schedule IV—Licenses: License Agreements that are not excluded from the Lien of this Agreement under the terms hereof

FELD ENTERTAINMENT, INC.
PATENT LIST

UNITED STATES

Title	Filed	Issued	Patent#	Assignee
Toy Flashlight	4/6/1994	1/30/1996	D 366,678	I&K Trading
Toy Flashlight	4/6/1994	8/27/1996	D 373,155	I&K Trading
Toy Flashlight	4/25/1990	8/6/1991	5,037,346	I&K Trading
Illuminating Toy Sword	11/27/1991	1/18/1994	5,279,513	I&K Trading
Toy Flashlight Strobe Module	12/21/1992	6/14/1994	5,321,591	I&K Trading
Design for Dragon Sword	6/1/1992	6/21/1994	D 348,086	I&K Trading
Animated Paddle	11/27/1991	3/2/1993	5,190,491	I&K Trading
Simulative Toy Flashlight	5/11/1990	9/8/1992	Des329,263	I&K Trading
Flashlight Wand	11/14/1988	5/21/1991	Des317,056	I&K Trading
Flashlight Wand	11/14/1988	10/30/1990	4,967,321	I&K Trading
Illuminated Toy Ball	11/27/1991	8/17/1993	5,236,383	I&K Trading
Blinking Bird	2/22/1991	7/13/1993	Des337,358	I&K Trading
Portable Lighted Microphone	1/8/1993	5/22/1994	5,289,355	I&K Trading
Shuttle Wheel Toy	9/2/1983	2/26/1985	4,501,568	I&K Trading
Heart & Star Light	8/29/1996	11/25/1997	Des386,807	Sells Floto
Cotton Candy Machine	12/17/1986	12/27/1988	4,793,782	Sells Floto

Pending	Filed	Application#	Assignee
Power Source Adapter	3/27/2003	10/400,512	RBBB
Portable Light Emitting Display	3/12/2003	60/363,769	I&K Trading

CANADA

Title	Filed	Issued	Patent#/Ref	Assignee
Illuminating Toy	11/27/1991	PENDING	CA 2122918	I&K Trading

FRANCE

Title	Filed	Issued	Patent#/Ref
Blinking Bird	8/7/1991	PENDING	914,992
Flashlight Wand	3/16/1989	2/22/1990	272,338

JAPAN

Title	Filed	Issued	Patent#/Ref
Illuminating Toy	11/25/1982	PENDING	5-510228

TAIWAN

Title	Filed	Issued	Patent#/Ref
Illuminating Toy	1/10/1992	7/27/1993	81358
Blinking Bird	8/6/1991	7/17/1992	32211

UNITED KINGDOM

Title	Filed	Issued	Patent#/Ref
Dragon Sword	8/20/1992	12/15/1992	2025145
Blinking Bird	8/5/1991	1/31/1992	2016450

Ringling Bros.-Barnum and Bailey Combined Shows, Inc.
Trademarks/Trade Names

<u>Country</u>	<u>Trademark</u>	<u>Registered</u>	<u>Reg#</u>	<u>Status</u>
CANADA	THE GREATEST SHOW ON EARTH logo	04/24/87	326783	REGISTERED
	THE GREATEST SHOW ON EARTH logo	02/6/91	211952	REGISTERED
	THE GREATEST SHOW ON EARTH	06/24/94	429316	REGISTERED
	THE GREATEST SHOW ON EARTH on Globe Device	03/22/96	455853	REGISTERED
EUROPEAN COMMUNITY	RINGLING BROS. AND BARNUM & BAILEY CIRCUS w/ logo and TGSOE	05/29/02	2136489	REGISTERED
	THE GREATEST SHOW ON EARTH	10/16/02	359141	REGISTERED
JAPAN	CLOWN COLLEGE	02/29/96	3121188	REGISTERED
	CLOWN COLLEGE	08/31/89	2159732	REGISTERED
	CLOWN COLLEGE	02/23/90	2210827	REGISTERED
	CLOWN COLLEGE	02/23/90	2210840	REGISTERED
	CLOWN COLLEGE JAPAN & DESIGN	04/28/94	2654403	REGISTERED
	CLOWN COLLEGE with Katakana	06/11/99	3371291	REGISTERED
	CLOWN COLLEGE with Katakana	12/25/91	2363618	REGISTERED
	CLOWN COLLEGE with Katakana	01/31/92	2370276	REGISTERED
	CLOWN COLLEGE with Katakana	03/31/92	2389730	REGISTERED
	CLOWN COLLEGE with Katakana	04/30/92	2398767	REGISTERED
	CLOWN COLLEGE with Katakana	02/29/96	3121188	REGISTERED
	KING TUSK	09/29/89	2168011	REGISTERED
	KING TUSK	04/28/89	2134423	REGISTERED
	KING TUSK	01/30/90	2202506	REGISTERED
	RINGLING BROS. AND BARNUM & BAILEY CIRCUS & DESIGN	10/30/91	2342616	REGISTERED
	RINGLING BROS. AND BARNUM & BAILEY CLOWN COLLEGE & DESIGN	10/30/91	2342614	REGISTERED
	RINGLING BROS. AND BARNUM & BAILEY CIRCUS & DESIGN	10/30/91	2342615	REGISTERED
	RINGLING BROS. AND BARNUM & BAILEY AND CLOWN DESIGN	06/29/94	2681976	REGISTERED
	RINGLING BROS.-BARNUM & BAILEY WITH CLOWN & DESIGN	07/31/92	2437322	REGISTERED
	RINGLING BROS.-BARNUM & BAILEY WITH CLOWN & DESIGN	11/30/93	2596627	REGISTERED
	RINGLING BROS. AND BARNUM & BAILEY CIRCUS	02/24/97	3259834	REGISTERED
	RINGLING BROS. AND BARNUM & BAILEY CIRCUS & DESIGN	07/31/92	2435323	REGISTERED
	RINGLING BROS. AND BARNUM & BAILEY CIRCUS with design	09/21/90	2261802	REGISTERED
	RINGLING BROS. AND BARNUM & BAILEY CLOWN COLLEGE	03/29/91	2303434	REGISTERED
	RINGLING BROS. AND BARNUM & BAILEY CLOWN COLLEGE & DESIGN	07/30/90	2246188	REGISTERED
	RINGLING BROS.-BARNUM & BAILEY CLOWN COLLEGE & DESIGN	09/30/93	2583164	REGISTERED
	RINGLING BROS.-BARNUM & BAILEY CLOWN COLLEGE JAPAN & DESIGN	09/30/93	2583165	REGISTERED

RINGLING BROS.-BARNUM & BAILEY CLOWN COLLEGE JAPAN & DESIGN	06/29/94	2681977	REGISTERED
THE GREATEST SHOW ON EARTH	09/29/89	2168010	REGISTERED
THE GREATEST SHOW ON EARTH	03/31/95	3035187	REGISTERED
THE GREATEST SHOW ON EARTH	04/28/89	2134422	REGISTERED
THE GREATEST SHOW ON EARTH	01/24/97	3239539	REGISTERED
THE GREATEST SHOW ON EARTH	09/29/89	2168010	REGISTERED
THE GREATEST SHOW ON EARTH	03/31/95	3035187	REGISTERED
THE GREATEST SHOW ON EARTH	04/28/89	2134422	REGISTERED
THE GREATEST SHOW ON EARTH	01/24/97	3239539	REGISTERED
THE GREATEST SHOW ON EARTH & GLOBE DESIGN	09/30/93	2583163	REGISTERED
THE GREATEST SHOW ON EARTH & GLOBE LOGO	02/24/97	3259833	REGISTERED
THE GREATEST SHOW ON EARTH with GLOBE DESIGN	01/30/90	2205588	REGISTERED
THE GREATEST SHOW ON EARTH with GLOBE DESIGN	09/21/90	2263641	REGISTERED
THE LIVING UNICORN	11/28/89	2191767	REGISTERED
THE LIVING UNICORN	01/30/90	2202504	REGISTERED
THE LIVING UNICORN & DESIGN	07/30/90	2251720	REGISTERED

MEXICO

AIRIANNA	02/28/97	543857	REGISTERED
AIRIANNA	02/28/97	543856	REGISTERED
AIRIANNA	02/28/97	543855	REGISTERED
AIRIANNA	02/18/97	543862	REGISTERED
AIRIANNA	06/12/00	658489	REGISTERED
EL ESPECTACULO MAS GRANDE DEL MUNDO	02/27/96	518073	REGISTERED
EL ESPECTACULO MAS GRANDE DEL MUNDO	02/27/96	518071	REGISTERED
EL ESPECTACULO MAS GRANDE DEL MUNDO	02/27/96	518070	REGISTERED
EL ESPECTACULO MAS GRANDE DEL MUNDO	02/27/96	518072	REGISTERED
EL ESPECTACULO MAS GRANDE SOBRE LA TIERRA	05/08/92	412691	REGISTERED
LA AVENTURE DE LAS TRES PISTAS	03/31/97	545643	REGISTERED
LA FLECHA HUMANA	02/28/97	843861	REGISTERED
MEGA FANTE	01/04/96	520892	REGISTERED
MEGA FANTE	03/22/96	521362	REGISTERED
MEGA FANTE	05/15/96	522119	REGISTERED
RINGLING BROS. AND BARNUM & BAILEY	10/30/95	508842	REGISTERED
RINGLING BROS. AND BARNUM & BAILEY	10/31/95	509224	REGISTERED
RINGLING BROS. BARNUM & BAILEY	06/19/96	524028	REGISTERED
THE GREATEST SHOW ON EARTH	06/19/96	524029	REGISTERED
THE GREATEST SHOW ON EARTH	02/26/96	517616	REGISTERED
THE GREATEST SHOW ON EARTH	11/29/96	511345	REGISTERED
THE GREATEST SHOW ON EARTH	01/20/88	341151	REGISTERED
THE GREATEST SHOW ON EARTH & DESIGN	07/11/96	525583	REGISTERED
THE HUMAN ARROW	02/28/97	543858	REGISTERED
THE HUMAN ARROW	02/28/97	543860	REGISTERED
THE HUMAN ARROW	02/28/97	843859	REGISTERED
TU NUNCA HAS VISTO NAD IGUAL		13009	REGISTERED

US

3 RING GAZETTE	01/20/98	2129927	REGISTERED
AMERICA'S LIVING NATIONAL TREASURE	08/01/95	1908436	REGISTERED
AMERICA'S LIVING NATIONAL TREASURE	03/03/98	2141050	REGISTERED
AMERICA'S LIVING NATIONAL TREASURE	02/08/00	2316873	REGISTERED
BARNUM'S KALEIDOSCAPE	09/12/00	2384696	REGISTERED

CIRCUSWORKS	06/20/95	1900623	REGISTERED
CLOWN COLLEGE	09/12/95	1917888	REGISTERED
FELD ENTERTAINMENT	08/18/98	2181942	REGISTERED
KING TUSK	07/07/87	1446864	REGISTERED
RINGLING BROS. AND BARNUM & BAILEY	05/27/69	870254	REGISTERED
RINGLING BROS.	02/22/00	2320542	REGISTERED
RINGLING BROS. AND BARNUM & BAILEY	09/08/98	2188593	REGISTERED
RINGLING BROS. AND BARNUM & BAILEY	02/08/00	2316875	REGISTERED
RINGLING ONLINE	02/17/98	2137994	REGISTERED
RINGLING ONLINE	02/15/00	2319627	REGISTERED
RINGLING REWARDS	01/27/98	2132847	REGISTERED
THE FUNNIEST SHOW ON EARTH	01/11/00	2307843	REGISTERED
THE GREATEST SHOW ON EARTH	12/05/61	724946	REGISTERED
THE GREATEST SHOW ON EARTH	04/06/65	787963	REGISTERED
THE GREATEST SHOW ON EARTH	08/25/98	2185161	REGISTERED
THE GREATEST SHOW ON EARTH	08/29/00	2380169	REGISTERED
THE GREATEST SHOW ON EARTH & Design	12/05/61	724947	REGISTERED
THE GREATEST SHOW ON EARTH & DESIGN	10/22/85	1366779	REGISTERED
THE GREATEST SHOW ON EARTH & DESIGN	10/01/85	1363330	REGISTERED
THE GREATEST SHOW ON EARTH & DESIGN	10/21/86	1414050	REGISTERED
THE GREATEST SHOW ON EARTH & DESIGN	10/01/85	1363568	REGISTERED
THE MOST FUN EVER UNDER A TENT	04/18/00	2343302	REGISTERED
THE TALLEST SHWO ON EARTH	01/11/00	2307844	REGISTERED
THREE RING ADVENTURE	10/06/98	2193309	REGISTERED
ZUSHA	03/03/98	2141052	REGISTERED
ZUSHA	03/24/98	2146127	REGISTERED

FELD ENTERTAINMENT, INC.
RINGLING BROS.-BARNUM & BAILEY COMBINED SHOWS, INC.

US Copyright Registrations

<u>Work</u>	<u>Reg. #</u>	<u>Reg. Date</u>
Ringling Bros. and Barnum (RBBB) 128th Edition Program Book	TX 4-799-563	5/2/98
RBBB 128th Edition Video Program	PA 916-107	6/9/98
RBBB 128th Media Guide	TX 4-793-164	5/22/98
RBBB 127th Edition Program Book	TX 4-553-184	4/18/97
RBBB 127th Media Guide	TX 4-527-165	4/18/97
RBBB 126th Media Guide	TX 4-533-183	4/18/97
RBBB 125th Anniversary Program Book RBBB 125th Edition Video Program	TX 4-162-075 PA 769-578	12/1/95 12/1/95
RBBB 125th Media Guide	TX 4-164-403	12/1/95
Inside The Greatest Show on Earth	PA 769-577	12/1/95
RBBB 3 Ring Gazette (Spring 1995)	TX 4-156-730	12/1/95
RBBB 3 Ring Gazette (Summer 1995)	TX 4-257-617	4/10/96
RBBB 3 Ring Gazette (Fall 1995)	TX 4-156-729	12/1/95
RBBB 3 Ring Gazette (Spring 1996)	TX 4-459-183	4/18/97
RBBB 3 Ring Gazette (Summer 1996)	TX 4-459-182	4/18/97
RBBB 3 Ring Gazette (Fall 1996)	TX 4-459-181	4/18/97
RBBB 3 Ring Gazette (Winter 1997)	TX 4-459-180	4/18/97
RBBB Clown College	Vau 365-879	5/28/96
RBBB 129th Edition Program Book	TX 5-594-090	8/13/02
RBBB 129th Media Guide	TX 5-624-090	8/13/02
RBBB 130th Edition Program Book	TX 5-611-093	8/13/02
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RBBB 132nd Edition Program Book	TX 5-611-095	8/13/02
RBBB 132nd Media Guide	TX 5-611-090	8/13/02
RBBB 132nd Edition Video Program Book	PA 1-112-498	8/13/02
RBBB 132nd Edition Photographs	VA 1-159-761	8/13/02

**Annexes I, II, III, and IV to Assignment of Patents, Trademarks, Copyrights
and Licenses**

**Annex III—Licenses : License Agreements that are not excluded from the
Lien of the Intellectual Property Security Agreement under the terms thereof**

Annexes I, II and IV—See following pages

**FELD ENTERTAINMENT, INC.
PATENT LIST**

UNITED STATES

Title	Filed	Issued	Patent#	Assignee
Toy Flashlight	4/6/1994	1/30/1996	D 366,678	I&K Trading
Toy Flashlight	4/6/1994	8/27/1996	D 373,155	I&K Trading
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Flashlight Wand	11/14/1988	10/30/1990	4,967,321	I&K Trading
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Blinking Bird	2/22/1991	7/13/1993	Des337,358	I&K Trading
Portable Lighted Microphone	1/8/1993	5/22/1994	5,289,355	I&K Trading
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Heart & Star Light	8/29/1996	11/25/1997	Des386,807	Sells Floto
Cotton Candy Machine	12/17/1986	12/27/1988	4,793,782	Sells Floto

Pending	Filed	Application#	Assignee
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Portable Light Emitting Display	3/12/2003	60/363,769	I&K Trading

CANADA

Title	Filed	Issued	Patent#/Ref	Assignee
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FRANCE

Title	Filed	Issued	Patent#/Ref
Blinking Bird	8/7/1991	PENDING	914,992
Flashlight Wand	3/16/1989	2/22/1990	272,338

JAPAN

Title	Filed	Issued	Patent#/Ref
Illuminating Toy	11/25/1982	PENDING	5-510228

TAIWAN

Title	Filed	Issued	Patent#/Ref
Illuminating Toy	1/10/1992	7/27/1993	81358
Blinking Bird	8/6/1991	7/17/1992	32211

UNITED KINGDOM

Title	Filed	Issued	Patent#/Ref
Dragon Sword	8/20/1992	12/15/1992	2025145
Blinking Bird	8/5/1991	1/31/1992	2016450

Ringling Bros.-Barnum and Bailey Combined Shows, Inc.
Trademarks/Trade Names

<u>Country</u>	<u>Trademark</u>	<u>Registered</u>	<u>Reg#</u>	<u>Status</u>
CANADA	THE GREATEST SHOW ON EARTH logo	04/24/87	326783	REGISTERED
	THE GREATEST SHOW ON EARTH logo	02/6/91	211952	REGISTERED
	THE GREATEST SHOW ON EARTH	06/24/94	429316	REGISTERED
	THE GREATEST SHOW ON EARTH on Globe Device	03/22/96	455853	REGISTERED
EUROPEAN COMMUNITY	RINGLING BROS. AND BARNUM & BAILEY CIRCUS w/ logo and TGSOE	05/29/02	2136489	REGISTERED
	THE GREATEST SHOW ON EARTH	10/16/02	359141	REGISTERED
JAPAN	CLOWN COLLEGE	02/29/96	3121188	REGISTERED
	CLOWN COLLEGE	08/31/89	2159732	REGISTERED
	CLOWN COLLEGE	02/23/90	2210827	REGISTERED
	CLOWN COLLEGE	02/23/90	2210840	REGISTERED
	CLOWN COLLEGE JAPAN & DESIGN	04/28/94	2654403	REGISTERED
	CLOWN COLLEGE with Katakana	06/11/99	3371291	REGISTERED
	CLOWN COLLEGE with Katakana	12/25/91	2363618	REGISTERED
	CLOWN COLLEGE with Katakana	01/31/92	2370276	REGISTERED
	CLOWN COLLEGE with Katakana	03/31/92	2389730	REGISTERED
	CLOWN COLLEGE with Katakana	04/30/92	2398767	REGISTERED
	CLOWN COLLEGE with Katakana	02/29/96	3121188	REGISTERED
	KING TUSK	09/29/89	2168011	REGISTERED
	KING TUSK	04/28/89	2134423	REGISTERED
	KING TUSK	01/30/90	2202506	REGISTERED
	RINGLING BROS. AND BARNUM & BAILEY CIRCUS & DESIGN	10/30/91	2342616	REGISTERED
	RINGLING BROS. AND BARNUM & BAILEY CLOWN COLLEGE & DESIGN	10/30/91	2342614	REGISTERED
	RINGLING BROS. AND BARNUM & BAILEY CIRCUS & DESIGN	10/30/91	2342615	REGISTERED
	RINGLING BROS. AND BARNUM & BAILEY AND CLOWN DESIGN	06/29/94	2681976	REGISTERED
	RINGLING BROS.-BARNUM & BAILEY WITH CLOWN & DESIGN	07/31/92	2437322	REGISTERED
	RINGLING BROS.-BARNUM & BAILEY WITH CLOWN & DESIGN	11/30/93	2596627	REGISTERED
	RINGLING BROS. AND BARNUM & BAILEY CIRCUS	02/24/97	3259834	REGISTERED
	RINGLING BROS. AND BARNUM & BAILEY CIRCUS & DESIGN	07/31/92	2435323	REGISTERED
	RINGLING BROS. AND BARNUM & BAILEY CIRCUS with design	09/21/90	2261802	REGISTERED
	RINGLING BROS. AND BARNUM & BAILEY CLOWN COLLEGE	03/29/91	2303434	REGISTERED
	RINGLING BROS. AND BARNUM & BAILEY CLOWN COLLEGE & DESIGN	07/30/90	2246188	REGISTERED
	RINGLING BROS.-BARNUM & BAILEY CLOWN COLLEGE & DESIGN	09/30/93	2583164	REGISTERED
	RINGLING BROS.-BARNUM & BAILEY CLOWN COLLEGE JAPAN & DESIGN	09/30/93	2583165	REGISTERED

RINGLING BROS.-BARNUM & BAILEY			
CLOWN COLLEGE JAPAN & DESIGN	06/29/94	2681977	REGISTERED
THE GREATEST SHOW ON EARTH	09/29/89	2168010	REGISTERED
THE GREATEST SHOW ON EARTH	03/31/95	3035187	REGISTERED
THE GREATEST SHOW ON EARTH	04/28/89	2134422	REGISTERED
THE GREATEST SHOW ON EARTH	01/24/97	3239539	REGISTERED
THE GREATEST SHOW ON EARTH	09/29/89	2168010	REGISTERED
THE GREATEST SHOW ON EARTH	03/31/95	3035187	REGISTERED
THE GREATEST SHOW ON EARTH	04/28/89	2134422	REGISTERED
THE GREATEST SHOW ON EARTH	01/24/97	3239539	REGISTERED
THE GREATEST SHOW ON EARTH & GLOBE DESIGN	09/30/93	2583163	REGISTERED
THE GREATEST SHOW ON EARTH & GLOBE LOGO	02/24/97	3259833	REGISTERED
THE GREATEST SHOW ON EARTH with GLOBE DESIGN	01/30/90	2205588	REGISTERED
THE GREATEST SHOW ON EARTH with GLOBE DESIGN	09/21/90	2263641	REGISTERED
THE LIVING UNICORN	11/28/89	2191767	REGISTERED
THE LIVING UNICORN	01/30/90	2202504	REGISTERED
THE LIVING UNICORN & DESIGN	07/30/90	2251720	REGISTERED

MEXICO

AIRIANNA	02/28/97	543857	REGISTERED
AIRIANNA	02/28/97	543856	REGISTERED
AIRIANNA	02/28/97	543855	REGISTERED
AIRIANNA	02/18/97	543862	REGISTERED
AIRIANNA	06/12/00	658489	REGISTERED
EL ESPECTACULO MAS GRANDE DEL MUNDO	02/27/96	518073	REGISTERED
EL ESPECTACULO MAS GRANDE DEL MUNDO	02/27/96	518071	REGISTERED
EL ESPECTACULO MAS GRANDE DEL MUNDO	02/27/96	518070	REGISTERED
EL ESPECTACULO MAS GRANDE DEL MUNDO	02/27/96	518072	REGISTERED
EL ESPECTACULO MAS GRANDE SOBRE LA TIERRA	05/08/92	412691	REGISTERED
LA AVENTURE DE LAS TRES PISTAS	03/31/97	545643	REGISTERED
LA FLECHA HUMANA	02/28/97	843861	REGISTERED
MEGA FANTE	01/04/96	520892	REGISTERED
MEGA FANTE	03/22/96	521362	REGISTERED
MEGA FANTE	05/15/96	522119	REGISTERED
RINGLING BROS. AND BARNUM & BAILEY	10/30/95	508842	REGISTERED
RINGLING BROS. AND BARNUM & BAILEY	10/31/95	509224	REGISTERED
RINGLING BROS. BARNUM & BAILEY	06/19/96	524028	REGISTERED
THE GREATEST SHOW ON EARTH	06/19/96	524029	REGISTERED
THE GREATEST SHOW ON EARTH	02/26/96	517616	REGISTERED
THE GREATEST SHOW ON EARTH	11/29/96	511345	REGISTERED
THE GREATEST SHOW ON EARTH	01/20/88	341151	REGISTERED
THE GREATEST SHOW ON EARTH & DESIGN	07/11/96	525583	REGISTERED
THE HUMAN ARROW	02/28/97	543858	REGISTERED
THE HUMAN ARROW	02/28/97	543860	REGISTERED
THE HUMAN ARROW	02/28/97	843859	REGISTERED
TU NUNCA HAS VISTO NAD IGUAL		13009	REGISTERED

US

3 RING GAZETTE	01/20/98	2129927	REGISTERED
AMERICA 'S LIVING NATIONAL TREASURE	08/01/95	1908436	REGISTERED
AMERICA 'S LIVING NATIONAL TREASURE	03/03/98	2141050	REGISTERED
AMERICA 'S LIVING NATIONAL TREASURE	02/08/00	2316873	REGISTERED
BARNUM'S KALEIDOSCAPE	09/12/00	2384696	REGISTERED

CIRCUSWORKS	06/20/95	1900623	REGISTERED
CLOWN COLLEGE	09/12/95	1917888	REGISTERED
FELD ENTERTAINMENT	08/18/98	2181942	REGISTERED
KING TUSK	07/07/87	1446864	REGISTERED
RINGLING BROS. AND BARNUM & BAILEY	05/27/69	870254	REGISTERED
RINGLING BROS.	02/22/00	2320542	REGISTERED
RINGLING BROS. AND BARNUM & BAILEY	09/08/98	2188593	REGISTERED
RINGLING BROS. AND BARNUM & BAILEY	02/08/00	2316875	REGISTERED
RINGLING ONLINE	02/17/98	2137994	REGISTERED
RINGLING ONLINE	02/15/00	2319627	REGISTERED
RINGLING REWARDS	01/27/98	2132847	REGISTERED
THE FUNNIEST SHOW ON EARTH	01/11/00	2307843	REGISTERED
THE GREATEST SHOW ON EARTH	12/05/61	724946	REGISTERED
THE GREATEST SHOW ON EARTH	04/06/65	787963	REGISTERED
THE GREATEST SHOW ON EARTH	08/25/98	2185161	REGISTERED
THE GREATEST SHOW ON EARTH	08/29/00	2380169	REGISTERED
THE GREATEST SHOW ON EARTH & Design	12/05/61	724947	REGISTERED
THE GREATEST SHOW ON EARTH & DESIGN	10/22/85	1366779	REGISTERED
THE GREATEST SHOW ON EARTH & DESIGN	10/01/85	1363330	REGISTERED
THE GREATEST SHOW ON EARTH & DESIGN	10/21/86	1414050	REGISTERED
THE GREATEST SHOW ON EARTH & DESIGN	10/01/85	1363568	REGISTERED
THE MOST FUN EVER UNDER A TENT	04/18/00	2343302	REGISTERED
THE TALLEST SHWO ON EARTH	01/11/00	2307844	REGISTERED
THREE RING ADVENTURE	10/06/98	2193309	REGISTERED
ZUSHA	03/03/98	2141052	REGISTERED
ZUSHA	03/24/98	2146127	REGISTERED

FELD ENTERTAINMENT, INC.
RINGLING BROS.-BARNUM & BAILEY COMBINED SHOWS, INC.

US Copyright Registrations

<u>Work</u>	<u>Reg. #</u>	<u>Reg. Date</u>
Ringling Bros. and Barnum (RBBB) 128th Edition Program Book	TX 4-799-563	5/2/98
RBBB 128th Edition Video Program	PA 916-107	6/9/98
RBBB 128th Media Guide	TX 4-793-164	5/22/98
RBBB 127th Edition Program Book	TX 4-553-184	4/18/97
RBBB 127th Media Guide	TX 4-527-165	4/18/97
RBBB 126th Media Guide	TX 4-533-183	4/18/97
RBBB 125th Anniversary Program Book RBBB 125th Edition Video Program	TX 4-162-075 PA 769-578	12/1/95 12/1/95
RBBB 125th Media Guide	TX 4-164-403	12/1/95
Inside The Greatest Show on Earth	PA 769-577	12/1/95
RBBB 3 Ring Gazette (Spring 1995)	TX 4-156-730	12/1/95
RBBB 3 Ring Gazette (Summer 1995)	TX 4-257-617	4/10/96
RBBB 3 Ring Gazette (Fall 1995)	TX 4-156-729	12/1/95
RBBB 3 Ring Gazette (Spring 1996)	TX 4-459-183	4/18/97
RBBB 3 Ring Gazette (Summer 1996)	TX 4-459-182	4/18/97
RBBB 3 Ring Gazette (Fall 1996)	TX 4-459-181	4/18/97
RBBB 3 Ring Gazette (Winter 1997)	TX 4-459-180	4/18/97
RBBB Clown College	Vau 365-879	5/28/96
RBBB 129th Edition Program Book	TX 5-594-090	8/13/02
RBBB 129th Media Guide	TX 5-624-090	8/13/02
RBBB 130th Edition Program Book	TX 5-611-093	8/13/02
RBBB 130th Edition Video Program	PA 1-112-500	8/13/02
RBBB 130th Media Guide	TX 5-611-092	8/13/02
RBBB 131st Edition Program Book	TX 5-611-094	8/13/02
RBBB 131st Media Guide	TX 5-611-091	8/13/02
RBBB 131st Edition Video Program Book	PA 1-112-499	8/13/02
RBBB 132nd Edition Program Book	TX 5-611-095	8/13/02
RBBB 132nd Media Guide	TX 5-611-090	8/13/02
RBBB 132nd Edition Video Program Book	PA 1-112-498	8/13/02
RBBB 132nd Edition Photographs	VA 1-159-761	8/13/02

SCHEDULE A
to
Recordation Form Cover Sheet
TRADEMARKS ONLY

Conveying Party: Ringling Bros.-Barum and Bailey Combined Shows, Inc.

The following Trademarks are being assigned by the Conveying Party to the Receiving Party pursuant to that certain Consolidated Amendment to Security Instruments dated as of June 30, 2003 by and among Feld Entertainment, Inc. (the "Borrower"), each of the Subsidiaries of the Borrower, and Bank of America, N.A., as Administrative Agent:

<i>Trademark</i>	<i>Registration Date</i>	<i>Registration Number</i>
3 Ring Gazette	01-20-1998	2129927
Circusworks	06-20-1995	1900623
King Tusk	07-07-1987	1446864
The Funniest Show on Earth	01-11-2000	2307843
The Most Fun Ever Under A Tent	04-18-2000	2343302
The Tallest Show on Earth	01-11-2000	2307844
Zusha	03-03-1998	2141052
Zusha	03-24-1998	2146127