

Form PTO-1594
(rev 3/1)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U. S. Department of Commerce
Patent and Trademark Office

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

1. Name of conveying party(ies):

**Festival Fun Parks, LLC
4590 MacArthur Blvd., Suite 400
Newport Beach, CA 92660**

Individual(s) Association
 General Partnership
 Limited Partnership
 Corporation
 Other – **Delaware Limited Liability Company**
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies)

**Windward Capital Management, LLC
1177 Avenue of the Americas
New York, NY 10036**

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation
 Other – **Delaware Limited Liability Company**
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other – **Trademark Security Agreement**

Execution Date: **March 5, 2004**

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

A. Trademark Application No(s).
Please see attached

B. Trademark Registration No(s).
Please see attached.

Additional numbers attached? Yes No

6. Total number of applications/registrations involved: **69**

7. Total fee (37 CFR 3.41) **\$1740**

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

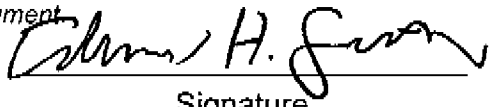
8. Deposit Account No. **19-2385**

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

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

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Edward H. Sadtler  March 17, 2004
Name Signature Date

Total number of pages including cover sheet, attachments, and document: **9**

CH \$1740.00 192385 78339055

Page 2

CONTINUATION OF ITEM 4. Trademark Application and Registration Numbers

A. Trademark Application No(s).	B. Trademark Registration No(s).
78339055	1326500
	1257137
	2240251
	1535831
	1489692
	2463720
	2752695
	2750118
	2493713
	2515958
	2051001
	1288261
	1331326
	2269132
	1771940
	2189335
	2192996
	2198149
	2202446
	2247746
	1490580
	1162253
	2192994
	1311539
	1558472
	1129698
	1356549
	1358550
	1398930
	2468658
	2463078
	1750522
	2011552
	1882558
	1524902
	1257190

	1011190
	2050888
	2130141
	1328984
	2488445
	2274052
	2552272
	2226880
	2594901
	2306846
	2189336
	2273434
	1831253
	2306845
	2299235
	2306846
	2302358
	2189337
	1123212
	1420487
	1367745
	2399455
	2341500
	1226220
	2129170
	2194958
	2195012
	2199474
	2162601
	1693572
	1794443
	2474715

TRADEMARK SECURITY AGREEMENT

WHEREAS, FESTIVAL FUN PARKS, LLC, a Delaware limited liability company (the "Grantor"), owns the Trademarks (as defined below) listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, the Grantor has entered into that certain Senior Secured Subordinated Note Agreement dated as of January 5, 2004 (the same, as it may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Note Agreement") among the Grantor, Palace Entertainment, Inc., a Delaware corporation and parent of Grantor ("Palace") and the Note Holders party thereto from time to time, which currently are Windward Capital II, L.P., a Delaware limited partnership ("Windward LP") and Windward Capital LP II, LLC ("Windward LLC," and together with Windward LP, "Windward"), and Windward Capital Management, LLC, a Delaware limited liability company, in its capacity as Agent for the Note Holders (the "Grantee"), and providing for the Note Holders to purchase Notes (as defined in the Note Agreement) and other financial accommodations to the Grantor on the terms and conditions set forth therein; and

WHEREAS, to induce the Grantee and the Note Holders to enter into the Note Agreement and induce the Note Holders to purchase the Notes thereunder, the Grantor has entered into a Security Agreement, dated as of January 5, 2004 with Grantee (the "Security Agreement"), pursuant to which the Grantor has, subject to the terms of that certain Subordination and Intercreditor Agreement dated as of January 5, 2004 by and among the Grantor, Palace, Windward, each Guarantor (as defined therein) and Antares (as defined in the Note Agreement), granted the Grantee, for the benefit of the Secured Party and the Note Holders, a security interest in and to all of the Grantor's right, title and interest in all personal property of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Trademarks and Trademark licenses, together with the goodwill of the business symbolized by the foregoing and all proceeds thereof, as security for the Obligations (as defined in the Note Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby pledge and grant to the Grantee, for the benefit of the Note Holders, a Lien (as defined in the Security Agreement) on and continuing security interest in and to all of the Grantor's right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now existing or hereafter coming into existence or acquired and wherever located:

- (1) all trademarks, trade names, corporate names, company names, business names, fictitious business names, service marks, logos, other business identifiers, all registrations (together with any reissues, continuations or extensions thereof), and all applications therefor and renewals thereof (all of the foregoing in this clause (1) and any part thereof are referred to herein as the "Trademark"), including, without limitation, the trademark registrations and applications listed on Schedule 1 annexed hereto;

(2) all Trademark licenses, including, without limitation, the material Trademark licenses listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such license of a Trademark; and

(3) all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement and is not intended to increase the rights of the Grantee or the obligations of the Grantor beyond the rights and obligations contained in the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

-Remainder of Page Intentionally Left Blank-
[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 5th day of March, 2004.

FESTIVAL FUN PARKS, LLC, a Delaware limited liability company, as the Grantor

By: Gary Fitzpatrick

Name: Gary Fitzpatrick

Title: Vice President, Secretary, and General Counsel

Acknowledged by the Grantee:

WINDWARD CAPITAL MANAGEMENT, LLC,
as Agent

By: Mark C. Monard

Name: MARK C. MONARD

Title: MANAGING MEMBER

Schedule 1
to Trademark
Security Agreement

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>DATE</u>
AMERICA'S WATER PARK	1,326,500	3/19/1985
BANZAI BOGGAN (Stylized)	1,257,137	11/8/1983
BIG KAHUNA'S	2,240,251	4/20/1999
BLACK HOLE	1,535,831	4/18/1989
BLUE NIAGRA	1,489,692	5/24/1988
BOOMERS	2,463,720	6/26/2001
BOOMERS & Design	2,752,695	8/19/2003
BOOMERS (Stylized)	2,750,118	8/12/2003
BULLWINKLE'S	2,493,713	10/2/2001
B BULLWINKLE'S FAMILY FOOD 'N FUN and Design	2,515,958	12/11/2001
CAMELOT PARK and Design	2,051,001	4/8/1997
CORKSCREW (Stylized)	1,288,261	7/31/1984
DER STUKA (The Dive Bomber)	1,331,326	4/16/1985
DESERT CANYON BAR-B-Q	2,269,132	8/10/1999
Design only	1,771,940	5/18/1993
ELECTRIC ALLEY	2,189,335	9/15/1998
FAMILY FUN CENTERS & Design	2,192,996	10/6/1998
FAST CARS, GOOD FOOD, AND A BUNCH OF OTHER STUFF WE THINK IS COOL	2,198,149	10/20/1998
HUISH FAMILY FUN CENTERS	2,202,446	11/10/1998
HYDRA FIGHTER	2,247,746	5/25/1999
HYDRA MANIAC & Design	1,490,580	5/31/1988
KAMIKAZE	1,162,253	7/21/1981
KIDOPOLIS	2,192,994	10/6/1998
LAZY RIVER	1,311,539	12/25/1984
MACH 5 & Design	1,558,472	9/26/1989
MALIBU GRAND PRIX	1,129,698	1/22/1980
MALIBU GRAND PRIX	1,356,549	8/27/1985
MALIBU GRAND PRIX	1,358,550	9/3/1985

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>DATE</u>
MALIBU GRAND PRIX and Design	1,398,930	6/24/1986
MALIBU SPEEDZONE	2,468,658	7/17/2001
MALIBU SPEEDZONE & Design	2,463,078	6/26/2001
Misc. Design (Splish and Splash)	1,750,522	2/2/1993
MOUNTASIA FAMILY FUN CENTER & Design	2,011,552	10/29/1996
MOUNTASIA FAMILY FUNCENTERS	1,882,558	3/7/1995
OGDEN ALLIED	1,524,902	2/14/1989
OGDEN and Design	1,257,190	
OGDEN stylized letters	1,011,190	5/20/1975
PALACE PARK and Design	2,050,888	4/8/1997
PALACE PARK FAMILY ENTERTAINMENT CENTER	2,130,141	1/20/1998
RAGING RAPIDS	1,328,984	4/2/1985
ROCKIN RIBFEST and Design	2,488,445	9/11/2001
ROYAL FLUSH	2,274,052	8/31/1999
SCAREFEST	2,552,272	3/26/2002
SLICK TRAX	2,226,880	2/23/1999
SMART PARK	2,594,901	7/16/2002
SPEED ZONE	2,306,846	1/11/2000
SPEEDWAY GOLF	2,189,336	9/15/1998
SPEEDWAY GOLF & Design	2,273,434	8/31/1999
SPEEDZONE	1,831,253	4/19/1994
SPEEDZONE CAFÉ	2,306,845	1/11/2000
SPEEDZONE CAFÉ & Design	2,299,235	12/14/1999
SPEED ZONE	2,306,846	1/11/2000
TOP OF THE WORLD	2,302,358	12/21/1999
TURBO TRACK	2,189,337	9/15/1998
VIRAGE	1,123,212	7/31/1979
VIRAGE	1,420,487	12/9/1986
VIRAGE	1,367,745	10/29/1985
WANNA RACE?	2,399,455	10/31/2000
WET 'N WISE	2,341,500	4/11/2000
WET'N WILD	1,226,220	2/1/1983

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>DATE</u>
WET'N WILD (Stylized)	2,129,170	1/13/1998
WET'N WILD (Stylized)	2,194,958	10/13/1998
WET'N WILD (Stylized)	2,195,012	10/13/1998
WET'N WILD (Stylized)	2,199,474	10/27/1998
WILDERNESS GRILL	2,162,601	6/2/1998
WILLY WILLY	1,693,572	6/9/1992
WILLY WILLY & Design	1,794,443	9/21/1993
WINNERS CIRCLE	2,474,715	8/7/2001

FOREIGN TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>DATE</u>
BULLWINKLE'S FAMILY FOOD AND FUN & Design(Mexico)	609446	5/18/1999
BULLWINKLE'S FAMILY FOOD AND FUN & Design(Mexico)	624814	9/27/1999

U.S. TRADEMARK APPLICATIONS

<u>MARK</u>	<u>APPLICATION NO.</u>	<u>DATE</u>
THE EDGE	78/339,055	12/10/2003

FOREIGN TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLPFOUR TIMES SQUARE
NEW YORK 10036-6522TELEPHONE No.: (212) 735-3000
FACSIMILE No.: (212) 735-2000

EMAIL: bhendric@skadden.com

FACSIMILE TRANSMITTAL SHEETFROM: Benjamin H. Hendrick
DIRECT DIAL: 212-735-5157
DIRECT FACSIMILE: 917-777-5157DATE: March 17, 2004
FLOOR/OFFICE No.: 30-119
REFERENCE No.: 613770/45

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TOTAL NUMBER OF PAGES INCLUDING COVER(S): 10

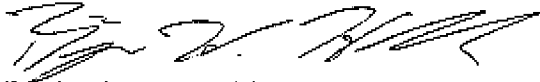
PLEASE DELIVER THE FOLLOWING PAGE(S) TO:

X. NAME: Assignment Division
CITY: Arlington
FACSIMILE No.: 703-306-5995

FIRM: U.S. Patent and Trademark Office
TELEPHONE No.: 703-308-9723

MESSAGE: **Trademarks**

The Commissioner is authorized to charge all fees for the attached recordation request to our deposit account 19-2385.


Benjamin H. Hendrick
Legal Assistant