

03-25-2004



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Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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REC OF TR

DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Fleet Business Credit, LLC, formerly known as
Sanwa Business Credit Corporation

- Individual(s)
- General Partnership
- Corporation-State
- Other Delaware
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

Execution Date: 3/12/04

2. Name and address of receiving party(ies)

Name: Raging Waters Group, Inc.

Internal

Address: _____

Street Address: 4590 MacArthur Blvd., Ste 400

City: Newport Beach State: CA Zip: 92660

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State California
- Other _____

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

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 1,348,649

Additional number(s) attached Yes No

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

Name: Josh S. Ridout, Esq.

Internal Address: _____

Paul, Hastings, Janofsky & Walker LLP

Street Address: 515 South Flower Street

25th Floor

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

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

16-0752

OPR/FINANCE
MAR 22 AM 8:20

DO NOT USE THIS SPACE

9. Signature.

Josh S. Ridout

Name of Person Signing

Signature

3/22/04

Date

Total number of pages including cover sheet, attachments, and document: **4**

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

TRADEMARK
REEL: 002934 FRAME: 0866

RELEASE OF SECURITY INTEREST

This **RELEASE OF SECURITY INTEREST** ("Release") is given as of this 12 day of March, 2004 by Fleet Business Credit, LLC, formerly known as Sanwa Business Credit Corporation, a Delaware corporation (the "Secured Party"), located at One South Wacker Drive, 39th Floor, Chicago, IL, 60606, in favor of Raging Waters Group, Inc., a California corporation (the "Assignor"), located at 4590 MacArthur Boulevard, Suite 400, Newport Beach, CA, 92660.

WHEREAS, pursuant to a Trademark Security Agreement, dated May 31, 1991, by and between the Assignor and the Secured Party (the "Security Agreement"), the Assignor assigned and granted a continuing security interest in all right, title, or interest of Assignor in, to and under the Trademark Collateral (as defined in the Security Agreement), including the trademarks set forth on Schedule A attached hereto (collectively, the "Trademarks"), to the Secured Party as additional security for the payment and performance of the Obligations (as defined in the Security Agreement), which security interest was recorded in the United States Patent and Trademark Office on June 14, 1991, at Reel 0790/Frame 0960;

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

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

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

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

FLEET BUSINESS CREDIT, LLC

By: John Herrmann
Name: John Herrmann
Title: v.p.

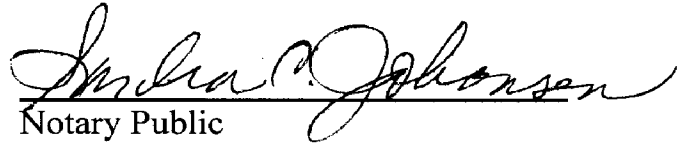
SCHEDULE A

Trademark	Jurisdiction	Reg. No - (App. No.)	Reg. Date - (App. Date)
RAGING WATERS	United States	1,348,649 (73-498,924)	7/9/1985 (9/11/1984)

STATE OF)
) SS.
COUNTY OF)

I, a notary public, in and for the county and state aforesaid, do hereby certify that John Herrmann, personally known to me to be the Vice President of Fleet Business Credit LLC ("Fleet"), appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of Fleet pursuant to authority granted to him/her by Fleet for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 12 day of MARCH, 2004.


Notary Public

My commission expires: 11/23/06

