

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

1. Name of conveying party(ies)/Execution Date(s)

Western Town, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Arizona
 Other Limited liability company

Citizenship (see guidelines) USA

Execution Date(s) November 8, 2004

Additional names of conveying parties attached?
 Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached: Yes No

Name: The Lodestar Foundation
Internal
Address:
Street Address: 2122 East Highland Avenue, Suite 400
City: Phoenix
State: Arizona
Country: USA Zip: 85016

Association Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Arizona
 Other non-profit corporation Citizenship USA

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
76/127,166

B. Trademark Registration No.(s)
1,994,860; 2,029,573; 2,389,824; 2,520,914; 2,393,450; 2,391,577; 2,393,451; 2,385,566; 1,169,697; and 1,167,730

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document shall be mailed:

Name: Glenn Spencer Bacal
Internal Address: The Collier Center
11th Floor
Street Address: 201 East Washington Street
City: Phoenix
State: AZ Zip: 85004
Phone Number: 602.262.5916
Fax Number: 602.495.2984
Email Address: gbacal@jsslaw.com

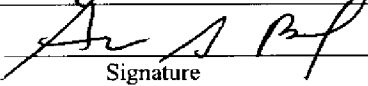
6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 290.00
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 501234
Authorized User Name Glenn Spencer Bacal

9. Signature: 
Signature

Glenn Spencer Bacal
Name of Person Signing

November 8, 2004
Date

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

Documents to be recorded (including cover sheet) should be faxed to (703 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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TRADEMARK
REEL: 002973 FRAME: 0190

CH \$290.00 501234 76127166

**ASSIGNMENT OF TRADEMARKS AND ACQUIESCENCE
TO CONTINUED USE DURING PHASE OUT PERIOD**

This Assignment of Trademarks ("Assignment") is effective as of this 8th day of November, 2004, and is from Western Town, LLC, an Arizona Limited Liability Company with its principal place of business at 4455 East Camelback Road #215A, Phoenix, Arizona 85108 ("Western Town") to The Lodestar Foundation, a non-profit corporation, with its principal place of business at 2122 East Highland Avenue, Suite 400, Phoenix, Arizona 85016 ("Lodestar").

A. Whereas Western Town desires and is willing to dispose of its assets comprised of the names and marks listed on Schedule "A," attached hereto and all goodwill associated therewith (collectively, "the Marks"), including among other things, the Rawhide name and mark;

B. Whereas Lodestar desires and is willing to purchase the Marks and associated good will, from Western Town for a sum of twenty-five thousand dollars (\$25,000.00);

C. Whereas Western Town desires to continue to use and/or have a licensee (New Western Town, LLC) use the Rawhide name in the operation of the Rawhide Western Town Theme Park as long as a certain lease between New Western Town and RHVT Limited Partnership, as referenced below, is in effect;

D. Whereas Western Town is willing to sell the Marks and associated goodwill provided that the Lodestar Foundation acquiesces in the continued use of the Marks, including the Rawhide name and mark, by Western Town or its licensee, New Western Town, in the operation of the Rawhide Western Town Theme Park, through the earlier of (1) the expiration of the Lease Agreement between New Western Town as Tenant and RHVT Limited Partnership as Landlord, dated June 10, 2004; or (2) September 9, 2005, by which time Western Town and/or its licensee, New Western Town, shall have ceased operating Rawhide Western Town at the premises leased from RHVT Limited Partnership;

E. Whereas Lodestar is willing to grant such permission provided that Western Town indemnifies Lodestar as to any liability that might arise out of Lodestar's acquiring ownership of the Marks and the continued use of the Marks by Western Town and/or New Western Town, and that such an indemnification is also personally provided by I. Jerome Hirsch, one of the principals of New Western Town LLC, as well as by New Western Town, LLC;

F. And whereas Western Town and Lodestar both understand that Western Town, as well as subsequent assignees of the "Rawhide" name from Western Town, are not permitted to make a disposition, for three years from June 11, 2004, of the Rawhide name to be used at a facility within the City of Scottsdale, within the City of Phoenix if within a 20-mile radius of the existing Rawhide Western Town Theme Park, or otherwise within a radius of 7 miles of the existing Rawhide Western Town Theme Park ("the Condition"). Lodestar is willing to be bound by The Condition as a condition to the Assignment, as to the name Rawhide.

NOW, THEREFORE, in consideration of the sum of twenty-five thousand dollars (\$25,000.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Western Town hereby assigns and transfers to Lodestar, subject to the Condition, all right, title and interest it has, may have, may have established or may have attempted to establish in the Marks, together with any and all goodwill associated with each of Marks, as well as all pending trademark applications or registrations incorporating any of the Marks, owned by Western Town, including, without limitation, the application and registrations listed on Schedule A.

2. Lodestar hereby acquiesces in Western Town and/or its licensee, New Western Town, LLC continuing to use the Marks through the earlier of (1) the expiration of the Lease Agreement between New Western Town as Tenant and RHVT Limited Partnership as Landlord, dated June 10, 2004; or (2) September 9, 2005 (the "Phase Out Period"), in connection with the continued operation of Rawhide Western Town, located at 23023 North Scottsdale Road in Scottsdale, Arizona. Western Town and its licensee shall maintain the quality of the goods and services it has been providing under the Marks through the end of the Phase Out Period.

3. Western Town agrees to and hereby does indemnify and hold harmless Lodestar, from and against any and all claims, actions, demands, suits, liability, obligations, losses and expenses (including attorneys' fees) of whatsoever kind or nature arising out of or connected with Lodestar's acquiring ownership of the Marks and Western Town's and/or New Western Town's use of the Marks in connection with the operation of Rawhide Western Town Theme Park. This indemnification provision shall apply regardless of the form of action, whether in contract, statute, tort (including, without limitation, negligence) or otherwise.

4. This Assignment may be executed in the original or by facsimile in one or more counterparts, each of which shall be deemed to be an original, but all of which when taken together shall constitute one in the same instrument.

ASSIGNOR WESTERN TOWN, L.L.C., an Arizona limited liability company—
By its Manager, Hirsch General Corporation, an Arizona corporation

By [Signature]
I. Jerome Hirsch
Its President

Date 11.08.04

STATE OF ARIZONA) ss.
County of Maricopa)

On this, the 8th day of November, 2004, the foregoing was acknowledged before me by I. Jerome Hirsch, President of Hirsch General Corporation., on behalf of and as the Manager of Western Town, LLC..

IN WITNESS WHEREOF, I have hereunto set my hand and official seal

[Signature]
Notary Public

My Commission Expires:
08/13/08



ASSIGNEE THE ~~LODESTAR~~ FOUNDTION

By Lois Savage
Its President
Date 11.08.04

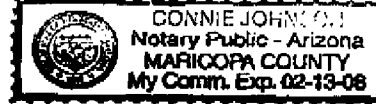
STATE OF ARIZONA) ss.
County of Maricopa)

On this, the 8th day of November, 2004, the foregoing was acknowledged before me by Lois Savage on behalf of and as the President of Lodestar Foundation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal

[Signature]
Notary Public

My Commission Expires:
02/13/2008



PERSONAL GUARANTEE

I, I. Jerome Hirsch, hereby personally guarantee the indemnification obligation of Western Town under the Assignment of Trademarks and Acquiescence to Continued Use During Phase Out between Western Town LLC and Lodestar Foundation.





[Signature]
I. Jerome Hirsch
Dated: 11.08.04




GUARANTEE BY NEW WESTERN TOWN

New Western Town, LLC hereby guarantees the indemnification obligation of Western Town under the Assignment of Trademarks and Acquiescence to Continued Use During Phase Out between Western Town LLC and Lodestar Foundation.

By its Manager, Jaren Corporation
By [Signature]
I. Jerome Hirsch, President
11.08.04

Schedule "A"

MARK	REGISTRATION NO./SERIAL NO.
	76/127,166
SUNDOWN COOKOUT	1,994,860
RAWHIDE	2,029,573
	2,389,824
	2,520,914
	2,393,450

MARK	REGISTRATION NO./SERIAL NO.
	2,391,577
	2,393,451
	2,385,566
RAWHIDE	1,169,697
RAWHIDE	1,167,730

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