

10-15-2004

Form PTO-1594
(Rev. 03/01)
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RECOR
TR/



102859977

DEPARTMENT OF COMMERCE
S. Patent and Trademark Office

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

9-28-04

1. Name of conveying party(ies):

CYPRESS GARDENS ADVENTURE PARK, LLC

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Trademark Sec. Agmt.
- Merger
- Change of Name

Execution Date: 09/21/2004

2. Name and address of receiving party(ies)

Name: FMP Agency Services, LLC, as Agent

Internal Address: _____

Street Address: 60 Kendrick Street

City: Needham State: MA Zip: 02494

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware LLC
- 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) 910442

Additional number(s) attached Yes No

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

Name: Luis Rodriguez

Internal Address: Corporation Service Company
1133 Avenue of the Americas
Suite 3100
New York, NY 10036

Street Address: _____

City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved: 1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

James P. Murphy
Name of Person Signing

September 24, 2004
Date

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

10/14/2004 NGETACHE 00000234 910442

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

01 FC:8521

40.00 DP

TRADEMARK
REEL: 003061 FRAME: 0922

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 21, 2004, by CYPRESS GARDENS ADVENTURE PARK, LLC, a Georgia limited liability company ("Grantor"), in favor of FMP AGENCY SERVICES, LLC, a Delaware limited liability company, in its capacity as Agent for Noteholders.

WITNESSETH:

WHEREAS, pursuant to that certain Purchase Agreement, dated as of September , 2004, by and among the purchasers listed on Schedule A thereto (each individually as a "Purchaser" and collectively as the "Purchasers"), the Agent, Adventure Parks Group, LLC, a Georgia limited liability company and the other persons named therein that are designated as guarantors (as amended, restated or otherwise modified from time to time, the "Purchase Agreement"), the Purchasers have agreed to purchase the Purchased Securities (as defined in the Purchase Agreement);

WHEREAS, the Purchasers are willing to purchase the Purchased Securities as provided for in the Purchase Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Noteholders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Noteholders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Purchase Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Noteholders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and


(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT; INTERCREDITOR AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Noteholders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CYPRESS GARDENS ADVENTURE PARK, LLC

By: 
Name: Kent A. Buescher
Title: Manager

ACCEPTED AND ACKNOWLEDGED BY:

FMP AGENCY SERVICES, LLC, as Agent

By: _____
Name: William J. Kennedy Jr.
Title: Manager

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CYPRESS GARDENS ADVENTURE PARK, LLC

By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

FMP AGENCY SERVICES, LLC, as Agent

By: 

Name: William J. Kennedy Jr.

Title: Manager

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS:

Florida Cypress Gardens Register # 910442

TRADEMARK APPLICATIONS:

None.

TRADEMARK LICENSES:

None.