

10-19-2004



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

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
Tab settings

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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):

WILD ADVENTURES VALDOSTA, 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) 2212456

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

*James P. Murphy*  
Signature

September 24, 2004  
Date

10/18/2004 DRYRNE 00000071 2212456

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

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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: 003063 FRAME: 0277

# TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 21, 2004, by WILD ADVENTURES VALDOSTA, 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.

WILD ADVENTURES VALDOSTA, LLC

By: K.A.  
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.

WILD ADVENTURES VALDOSTA, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

FMP AGENCY SERVICES, LLC, as Agent

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

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS:**

Wild Adventures

Register # 2212456

**TRADEMARK APPLICATIONS:**

None.

**TRADEMARK LICENSES:**

None.