

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Festival Fun Parks, LLC		04/12/2006	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General Electric Capital Corporation		
<b>Street Address:</b>	201 MERRITT 7		
<b>City:</b>	NORWALK		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06851-5201		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2595483	NOVATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)541-3160		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	4048156500		
<b>Email:</b>	tadmin@kilpatrickstockton.com		
<b>Correspondent Name:</b>	William Brewster, Kilpatrick Stockton		
<b>Address Line 1:</b>	1100 Peachtree Street		
<b>Address Line 2:</b>	Suite 2800`		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	G2370/324933		
<b>NAME OF SUBMITTER:</b>	Margaret A. Cogburn		
<b>Signature:</b>	/Margaret A. Cogburn/		

OP \$40.00 2595483

Date:

05/15/2006

**Total Attachments: 10**

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 12, 2006, by FESTIVAL FUN PARKS, LLC, a Delaware limited liability company, SPLISH SPLASH AT ADVENTURELAND, INC., a New York corporation, FAMILY FUN CENTER HOLDINGS LLC (formerly known as Bullwinkle's Family Fun Center Holdings LLC), a Delaware limited liability company, RAGING WATERS GROUP INC., a California corporation, PALACE MANAGEMENT COMPANY, LLC, a Delaware limited liability company, SMARTPARKS – SAN JOSE, INC., a Delaware corporation, SMARTPARKS – RIVERSIDE, INC., a Delaware corporation, SMARTPARKS – SAN DIMAS, INC., a Delaware corporation, SMARTPARKS – CAROLINA, INC., a Delaware corporation, SMARTPARKS – FLORIDA, INC., a Delaware corporation, SMARTPARKS – SILVER SPRINGS, INC., a Delaware corporation, (each a "Grantor" and collectively, the "Grantors"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among the Borrowers, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of the Borrowers party thereto;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Borrower 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, each Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, 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, each 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 Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of such 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 proceeds of the foregoing, including, without limitation, any claim by such 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.

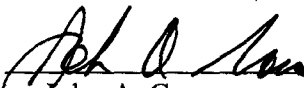
Notwithstanding anything herein to the contrary, the pledge and grant of a security interest provided this Section 2 shall not extend to any license agreements for Intellectual Property giving Grantor the right to use such intellectual property (“Encumbered Intellectual Property”) in which any Grantor has any right, title or interest if and to the extent such Encumbered Intellectual Property is subject to a Lien permitted under Section 6.7 of the Credit Agreement such that the creation of a security interest in the right, title or interest of such Grantor therein would be prohibited and would, in and of itself, cause or result in a default under the Encumbered Intellectual Property licensing agreement enabling another Person party to such Encumbered Intellectual Property licensing agreement to enforce any remedy with respect thereto; provided that the foregoing exclusions shall not apply if (i) such prohibition has been waived or such other Person has otherwise consented to the creation hereunder of a security interest in such Encumbered Intellectual Property or (ii) such prohibition would be rendered ineffective pursuant to Section 9-406, 9-407 or 9-408 of Article 9 of the Uniform Commercial Code, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity; provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, such Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such Encumbered Intellectual Property as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Agent’s unconditional continuing security interest in and to all rights, title and interests of such Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such Encumbered Intellectual Property and in any such monies and other proceeds of such Encumbered Intellectual Property.

3. SECURITY 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 Lenders, pursuant to the Security Agreement. Each 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.

IN WITNESS WHEREOF, each 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.

**GRANTORS:**

**FESTIVAL FUN PARKS, LLC  
SPLISH SPLASH AT ADVENTURELAND, INC.  
FAMILY FUN CENTER HOLDINGS, LLC  
RAGING WATERS GROUP, INC.  
PALACE MANAGEMENT COMPANY, LLC  
SMARTPARKS – SAN JOSE, INC.  
SMARTPARKS – RIVERSIDE, INC.  
SMARTPARKS – SAN DIMAS, INC.  
SMARTPARKS – CAROLINA, INC.  
SMARTPARKS – FLORIDA, INC.  
SMARTPARKS – SILVER SPRINGS, INC.**

By:   
Name: John A. Cora  
Title: President

**ACCEPTED AND ACKNOWLEDGED BY:**

**GENERAL ELECTRIC CAPITAL  
CORPORATION, as Agent**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Its Duly Authorized Signatory

TRADEMARK SECURITY AGREEMENT  
SIGNATURE PAGE

**TRADEMARK  
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IN WITNESS WHEREOF, each 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.


**GRANTORS:**

**FESTIVAL FUN PARKS, LLC  
SPLISH SPLASH AT ADVENTURELAND, INC.  
FAMILY FUN CENTER HOLDINGS LLC  
RAGING WATERS GROUP INC.  
PALACE MANAGEMENT COMPANY, LLC  
SMARTPARKS – SAN JOSE, INC.  
SMARTPARKS – RIVERSIDE, INC.  
SMARTPARKS – SAN DIMAS, INC.  
SMARTPARKS – CAROLINA, INC.  
SMARTPARKS – FLORIDA, INC.  
SMARTPARKS – SILVER SPRINGS, INC.**

By: \_\_\_\_\_  
Name: John A. Cora  
Title: President

**ACCEPTED AND ACKNOWLEDGED BY:**

**GENERAL ELECTRIC CAPITAL  
CORPORATION, as Agent**

By:   
Name: Jason A. Soto  
Title: Its Duly Authorized Signatory

TRADEMARK SECURITY AGREEMENT  
SIGNATURE PAGE

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS/TRADEMARK APPLICATIONS

MARK	SERIAL NO. FILING DATE	REG. NO. REG. DATE	RECORD OWNER	STATUS
ADRENALINE CLUB	78/031,272 10/18/00	2,596,057 7/16/02	Festival	Registered
BIG KAHUNA'S	75/320,322 7/7/97	2,240,251 4/20/99	Festival	Registered
BLACK HOLE	73/746,353 8/15/88	1,535,831 4/18/89	Festival	Registered
BLUE NIAGRA	73/686,719 9/28/87	1,489,692 5/24/88	Festival	Registered
BOOMERS	76/026,266 4/1/00	2,463,720 6/26/01	Festival	Registered
BOOMERS (Stylized)	76/463,766 11/4/02	2,750,118 8/12/03	Festival	Registered
BOOMERS & Design	76/463,763 11/4/02	2,752,695 8/19/03	Festival	Registered
CASTLE PARK	76/041,250 5/4/00	2,554,978 4/2/02	Festival	Registered
DER STUKA (The Dive Bomber)	73/493,442 8/6/94	1,331,326 4/16/85	Festival	Registered
DESERT CANYON BAR-B-Q	75/541,520 8/24/1998	2,269,132 8/10/1999	Festival	Registered
EARTH CAMP	75/795,912 9/9/99	2,364,643 7/4/00	Festival	Registered
EARTH CAMP (Stylized)	75/793,218 9/7/99	2,497,594 10/16/01	Festival	Registered
EARTH CAMP (Stylized)	75/795,951 9/9/99	2,362,362 6/27/00	Festival	Registered
EARTH CAMP & Design	75/793,238 9/7/99	2,489,997 9/18/01	Festival	Registered



MARK	SERIAL NO. FILING DATE	REG. NO. REG. DATE	RECORD OWNER	STATUS
EL NINO THE RIDE***	75/500,229 6/11/98	2,267,087 8/3/99	Raging Waters Group, Inc.	Registered
ELECTRIC ALLEY	75/334,117 8/1/97	2,189,335 9/15/98	Festival	Registered
FAST CARS, GOOD FOOD, AND A BUNCH OF OTHER STUFF WE THINK IS COOL	75/351,362 9/3/97	2,198,149 10/20/98	Festival	Registered
HIGH EXTREME	75/295,826 5/21/87	2,197,511 10/20/98	Raging Waters Group, Inc.	Registered
HYDRA FIGHTER	75/472,089 4/22/98	2,247,746 5/25/99	Festival	Registered
HYDRA MANIAC & Design	73/686,720 9/28/97	1,490,580 5/31/88	Festival	Registered
KAMIKAZE	73/236,189 10/22/79	1,162,253 7/21/81	Festival	Registered
LAZY RIVER	73/467,352 2/27/84	1,311,539 12/25/84	Festival	Registered
MACH 5 & Design	73/686,721 9/28/87	1,558,472 9/26/89	Festival	Registered
MALIBU GRAND PRIX	73/183,392 8/24/78	1,129,698 1/22/80	Festival	Registered
MALIBU GRAND PRIX***	73/488,747 7/6/84	1,356,549 8/27/85	Festival	Registered
MALIBU GRAND PRIX***	73/488,748 7/6/84	1,358,550 9/3/85	Festival	Registered.
MALIBU GRAND PRIX and Design	73/565,660 10/28/85	1,398,930 6/24/86	Festival	Registered
MALIBU SPEEDZONE	75/334,124 8/1/97	2,468,658 7/17/01	Festival	Registered
MALIBU SPEEDZONE & Design	75/351,249 9/3/97	2,463,078 6/26/01	Festival	Registered
MERLIN'S REVENGE	76/201,751 1/30/01	2,599,231 7/23/02	Festival	Registered

MARK	SERIAL NO. FILING DATE	REG. NO. REG. DATE	RECORD OWNER	STATUS
Misc. Design (Splish and Splash)	74/260,678 3/30/92	1,750,522 2/2/93	Festival	Registered
MOUNTASIA FAMILY FUNCENTERS	74/463,953 11/29/93	1,882,558 3/7/95	Festival	Registered
MOUNTASIA FAMILY FUN CENTER & Design	74/673,130 4/27/95	2,011,552 10/29/96	Festival	Registered
NOVATION	76/081,499 6/30/00	2,595,483 7/16/02	Festival Fund Parks, LLC	Registered
OGDEN ALLIED	73/619,838 9/15/1986	1,524,902 2/14/1989	Festival	Registered
OGDEN stylized letters	72/457,521 5/14/1973	1,011,190 5/20/1975	Festival	Registered
PANTHER PROWL	75/330,947 7/25/97	2,348,960 5/9/00	Festival	Registered
RAGING WATERS	73/498,924 9/11/84	1,348,649 7/9/85	Festival	Registered
ROCKIN' RIBFEST and Design	75/683,579 4/16/1999	2,488,445 9/11/2001	Festival	Registered
ROYAL FLUSH	75/481,988 5/8/98	2,274,052 8/31/99	Festival	Registered
SCAREFEST	76/178,888 12/11/00	2,552,272 3/26/02	Festival	Registered
SILVER SPRINGS	75/042,424 1/11/96	2,017,875 11/19/96	Festival	Registered
SLICK TRAX	75/334,120 8/1/97	2,226,880 2/23/99	Festival	Registered
SMART PARK	75/773,623 8/12/99	2,594,901 7/16/02	Festival	Registered
SPEEDWAY GOLF	75/334,118 8/1/97	2,189,336 9/15/98	Festival	Registered
SPEEDWAY GOLF & Design	75/351,246 9/3/97	2,273,434 8/31/99	Festival	Registered
SPEED ZONE	74/387,689 5/6/93	1,831,253 4/19/94	Festival	Registered
SPEEDZONE CAFÉ	75/334,109 8/1/97	2,306,845 1/11/00	Festival	Registered
SPEEDZONE CAFÉ & Design	75/351,245 9/3/97	2,299,235 12/14/99	Festival	Registered

MARK	SERIAL NO. FILING DATE	REG. NO. REG. DATE	RECORD OWNER	STATUS
SPEED ZONE	75/334,123 8/1/97	2,306,846 1/11/00	Festival	Registered
SPLASH ISLAND ADVENTURE	74/667,688 4/28/95	2,029,600 1/14/97	Festival	Registered
SPLISH SPLASH	78/728,839 10/7/05	N/A	Festival	Pending
SPLISH SPLASH	78/719,821 9/23/05	N/A	Festival	Pending
THE WEDGE	75/819,642 10/13/99	2,456,835 6/5/01	Festival	Registered
THE WORLD'S GREATEST WATER ADVENTURE	74/296,878 7/23/92	1,755,840 3/2/93	Festival	Registered
THUNDER RAPIDS	78/363,500 2/5/04	2,991,908 9/6/05	Festival	Registered
TOP OF THE WORLD	75/041,976 1/11/96	2,302,358 12/21/1999	Festival	Registered
TURBO TRACK	75/334,119 8/1/97	2,189,337 9/15/98	Festival	Registered
VOLCANO FANTASEA	75/113,155 6/3/96	2,081,234 7/22/97	Festival	Registered
VIRAGE	73/187,089 9/27/78	1,123,212 7/31/79	Festival	Registered
VIRAGE	73/488,746 7/6/84	1,420,487 12/9/86	Festival	Registered
VIRAGE	73/488,998 7/9/84	1,367,745 10/29/85	Festival	Registered
WANNA RACE?	75/698,559 5/4/99	2,399,455 10/31/00	Festival	Registered
WET'N WILD	73/176,927 7/3/78	1,226,220 2/1/83	Festival	Registered
WET'N WILD (Stylized)	75/268,282 4/2/97	2,129,170 1/13/98	Festival	Registered
WET'N WILD (Stylized)	75/267,814 4/2/97	2,194,958 10/13/98	Festival	Registered
WET 'N WILD (Stylized)	75/278,546 4/21/97	2,195,012 10/13/98	Festival	Registered

MARK	SERIAL NO. FILING DATE	REG. NO. REG. DATE	RECORD OWNER	STATUS
WET'N WILD (Stylized)	75/278,490 4/21/97	2,199,474 10/27/98	Festival	Registered
WET 'N WISE	75/753,553 7/19/99	2,341,500 4/11/00	Festival	Registered
WILD WATERS	75/976,927 1/11/96	2,196,106 10/13/98	Festival	Registered
WILD WATERS & Design	73/799,406 5/11/89	1,578,214 1/16/90	Festival	Registered
WILD WATERS WATERPARK & Design	76/032,872 4/24/00	2,471,419 7/24/01	Festival	Registered
WILLY WILLY & Design	74/035/944 3/8/90	1,794,443 9/21/93	Festival	Registered
WILLY-WILLY	74/035/724 3/7/90	1,693,572 6/9/92	Festival	Registered
WINNERS CIRCLE	75/334,116 8/1/97	2,474,715 8/7/01	Festival	Registered