

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mystic Entertainment Company		11/17/2006	CORPORATION: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Acorn Capital Group, LLC		
Street Address:	Two Greenwich Office Park		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06831		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	78811245	BLUE TURTLE	
Serial Number:	78811252	THE BLUE TURTLE	
Serial Number:	78811259	SHELL WE PLAY? THE BLUE TURTLE	
Serial Number:	78811257	THE BLUE TURTLE	
Serial Number:	78811268	TURTLE CARD	
CORRESPONDENCE DATA			
Fax Number:	(866)826-5420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	301-638-0511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		

CH \$140.00 78811245

Signature:	/pja/
Date:	12/11/2006
Total Attachments: 11 source=cos1 b#page1.tif source=cos1 b#page2.tif source=cos1 b#page3.tif source=cos1 b#page4.tif source=cos1 b#page5.tif source=cos1 b#page6.tif source=cos1 b#page7.tif source=cos1 b#page8.tif source=cos1 b#page9.tif source=cos1 b#page10.tif source=cos1 b#page11.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Tab settings =>=>=>

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

1. Name of conveying party(ies):
Mystic Entertainment Company
55 Coogan Boulevard
Mystic, CT 06355

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

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

2. Name and address of receiving party(ies):
Name: Acorn Capital Group, LLC
Internal Address: _____
Street Address: Two Greenwich Office Park
City: Greenwich State: CT ZIP: 06831

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State DE
 Other Limited Liability Company

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

3. Nature of conveyances:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: November 17, 2006

4. Application Number(s) or registration number(s):
 A. Trademark Application.(s)
See attached

Additional numbers attached? Yes No

B. Trademark registration No.(s)
See attached

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Corporation Service Company
 Internal Address: _____

 Street Address: _____

 City: _____ State: _____ ZIP: _____

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41): \$ _____
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document

Lois R. Standig Lois R. Standig June 19, 2006
 Name of Person Signing Signature Date

Total number of pages including coversheet, attachments and document:

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

TRADEMARK SECURITY AGREEMENT

WHEREAS, MYSTIC ENTERTAINMENT COMPANY, a corporation formed under the laws of Connecticut, located at 55 Coogan Boulevard, Mystic, Connecticut 06355 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to ACORN CAPITAL GROUP, LLC ("Lender") pursuant to a certain Loan and Security Agreement, dated the date hereof, among Lender, the Borrower and the other credit parties named therein (as may be amended, modified, restated or supplemented from time to time, the "Agreement"); and

WHEREAS, pursuant to the Agreement, Borrower is granting to the Lender a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Lender for its benefit and grant to Lender for its benefit a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreement and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of Lender with respect to the assignment and security interest granted hereby are more fully set forth in the Agreement.

Dated: New York, New York
June 19, 2006

MYSTIC ENTERTAINMENT COMPANY

By:  _____

Name: Tim Mullany

Its: CEO

ACORN CAPITAL GROUP, LLC,
as Lender

By:  _____

Name: Paul Seidenwan

Its: President

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On this 19th day of June, 2006, before me personally came Tim Mullany, to me known, who, being by me duly sworn, did depose and say that s/he is the CEO of MYSTIC ENTERTAINMENT COMPANY, the company described in and which executed the foregoing instrument; and that s/he was authorized to sign her/his name thereto on behalf of said company.

Lois R. Standig
Notary Public

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

LOIS R. STANDIG
Notary Public, State of New York
No. 01ST6025114
Qualified in New York County
Commission Expires May 24, 20 07

On this 19th day of June, 2006, before me personally came Paul Seidenwar to me known, who, being by me duly sworn, did depose and say that s/he is the President of ACORN CAPITAL GROUP, LLC, the company described in and which executed the foregoing instrument; and that s/he was authorized to sign her/his name thereto on behalf of said company.

Lois R. Standig
Notary Public

LOIS R. STANDIG
Notary Public, State of New York
No. 01ST6025114
Qualified in New York County
Commission Expires May 24, 20 07

SCHEDULE A

Schedule A to a Trademark Security Agreement dated June 19, 2006, by and between MYSTIC ENTERTAINMENT COMPANY and ACORN CAPITAL GROUP, LLC.

REGISTRATION NO. OR APPLICATION NO.	REGISTRATION OR FILING DATE	MARK
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Client Trademark Schedule

CountryName
ClientName
MarkName

Status
FilingType
CurrentOwnerName
ApplicationNumber
RegistrationNumber
DocketNumber
ApplicationDate
RegistrationDate
ExpirationDate

United States
MYSTIC ENTERTAINMENT COMPANY

BLUE TURTLE 78811245 2/9/2006

National
MYSTIC ENTERTAINMENT COMPANY 048070
ClassNumber ClassType Goods
41 International EDUCATION AND ENTERTAINMENT SERVICES, NAMELY
PROVIDING AQUARIUM FACILITIES TO THE PUBLIC

BLUE TURTLE Logo 78811252 2/9/2006

National
MYSTIC ENTERTAINMENT COMPANY 048071
ClassNumber ClassType Goods
41 International EDUCATION AND ENTERTAINMENT SERVICES, NAMELY
PROVIDING AQUARIUM FACILITIES TO THE PUBLIC

SHELL WE PLAY? and Design 78811259 2/9/2006

National
MYSTIC ENTERTAINMENT COMPANY 048078
ClassNumber ClassType Goods
36 International DEBIT CARD SERVICES

Client Trademark Schedule

CountryName

ClientName

MarkName

THE BLUE TURTLE

TURTLE CARD

Status	ApplicationNumber	ApplicationDate
FilingType	RegistrationNumber	RegistrationDate
CurrentOwnerName	DocketNumber	ExpirationDate

Filed 78811257 2/9/2006

National

MYSTIC ENTERTAINMENT COMPANY 048077

ClassNumber ClassType Goods

41 International EDUCATION AND ENTERTAINMENT SERVICES, NAMELY PROVIDING AQUARIUM FACILITIES TO THE PUBLIC

Filed 78811268 2/9/2006

National

MYSTIC ENTERTAINMENT COMPANY 048079

ClassNumber ClassType Goods

36 International DEBIT CARD SERVICES

Criteria

Order by Client then

Record Count

5

MDC IPMaster

POWER OF ATTORNEY

This Power of Attorney is executed and delivered by each of Mystic Entertainment Company, Blue Turtle Milford, LLC, Blue Turtle Manchester, LLC, Blue Turtle Westchester, LLC and Education Food Services Company (each a "Grantor" and collectively, the "Grantors") to Acorn Capital Group, LLC (hereinafter referred to as "Attorney"), under the Loan and Security Agreement dated as of June 19, 2006, among the Grantors and Attorney (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Agreement"). No person to whom this Power of Attorney is presented, as authority for Attorney to take any action or actions contemplated hereby, shall be required to inquire into or seek confirmation from any Grantor as to the authority of Attorney to take any action described below, or as to the existence of or fulfillment of any condition to this Power of Attorney, which is intended to grant to Attorney unconditionally, following the occurrence and during the continuance of any Event of Default (as defined in the Loan Agreement) the authority to take and perform the actions contemplated herein, and each Grantor irrevocably waives any right to commence any suit or action, in law or equity, against any person or entity which acts in reliance upon or acknowledges the authority granted under this Power of Attorney. The power of attorney granted hereby is coupled with an interest, and may not be revoked or canceled by any Grantor without Attorney's written consent.

Each Grantor hereby irrevocably constitutes and appoints Attorney (and all officers, employees or agents designated by Attorney), with full power of substitution, as such Grantor's true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, from time to time in Attorney's discretion following the occurrence and during the Continuance of any Event of Default (as defined in the Agreement), to take any and all appropriate action and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purposes of the Agreement and, without limiting the generality of the foregoing, each Grantor hereby grants to Attorney the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, and at any time: (a) change the mailing address of such Grantor, open a post office box on behalf of such Grantor, open mail for such Grantor, and ask, demand, collect, give acquittances and receipts for, take possession of, endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, and notices in connection with any property of such Grantor; (b) effect any repairs to any asset of such Grantor, or continue or obtain any insurance and pay all or any part of the premiums therefore and costs thereof, and make, settle and adjust all claims under such policies of insurance, and make all determinations and decisions with respect to such policies; (c) pay or discharge any taxes, liens, security interests, or other encumbrances levied or placed on or threatened against such Grantor or its property; (d) defend any suit, action or proceeding brought against such Grantor if such Grantor does not defend such suit, action or proceeding or if Attorney believes that such Grantor is not pursuing such defense in a manner that will maximize the recovery to Attorney, and settle, compromise or adjust any suit, action, or proceeding described above

and, in connection therewith, give such discharges or releases as Attorney may deem appropriate; (e) file or prosecute any claim, litigation, suit or proceeding in any court of competent jurisdiction or before any arbitrator, or take any other action otherwise deemed appropriate by Attorney for the purpose of collecting any and all such moneys due to such Grantor whenever payable and to enforce any other right in respect of such Grantor's property; (f) cause the certified public accountants then engaged by such Grantor to prepare and deliver to Attorney at any time and from time to time, promptly upon Attorney's request, the following reports: (1) a reconciliation of all accounts, (2) an aging of all accounts, (3) trial balances, (4) test verifications of such accounts as Attorney may request, and (5) the results of each physical verification of inventory; (g) communicate in its own name with any party to any Contract (as defined in the Agreement) with regard to the assignment of the right, title and interest of such Grantor in and under the Contracts and other matters relating thereto; (h) to file such financing statements with respect to the Agreement, with or without such Grantor's signature, or to file a photocopy of the Agreement in substitution for a financing statement, as Attorney may deem appropriate and to execute in such Grantor's name such financing statements and amendments thereto and continuation statements which may require such Grantor's signature; and (i) execute, in connection with any sale provided for in the Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral (as defined in the Agreement) and to otherwise direct such sale or resale, all as though Attorney were the absolute owner of the property of such Grantor for all purposes, and to do, at Attorney's option and such Grantor's expense, at any time or from time to time, all acts and other things that Attorney reasonably deems necessary to perfect, preserve, or realize upon such Grantor's property or assets and Attorney's Liens (as defined in the Agreement) thereon, all as fully and effectively as such Grantor might do. Such Grantor hereby ratifies, to the extent permitted by law, all that said Attorney shall lawfully do or cause to be done by virtue hereof.

(Signature pages to follow.)

IN WITNESS WHEREOF, this Power of Attorney is executed by each Grantor by its duly authorized officer this 19 day of June, 2006.

MYSTIC ENTERTAINMENT COMPANY

By: [Signature]
Name: Tim Mullany
Title: CEO

BLUE TURTLE MILFORD, LLC

By: [Signature]
Name: Tim Mullany
Title: Manager

BLUE TURTLE MANCHESTER, LLC

By: [Signature]
Name: Tim Mullany
Title: Manager

BLUE TURTLE WESTCHESTER, LLC

By: [Signature]
Name: Tim Mullany
Title: Manager

EDUCATION FOOD SERVICES
COMPANY

By: [Signature]
Name: Tim Mullany
Title: CEO

STATE OF New York
SS.:
COUNTY OF New York

On this 14th day of June, 2006, Tim Mullany who is personally known to me appeared before me in his/her capacity as the CEO of Mystic Entertainment Company ("Grantor") and executed on behalf of Grantor the Power of Attorney in favor of Acorn Capital Group, LLC to which this Certificate is attached.

Lois R. Standig
Notary Public

LOIS R. STANDIG
Notary Public, State of New York
No. 01ST6025114
Qualified in New York County
Commission Expires May 24, 20 07

STATE OF New York
SS.:
COUNTY OF New York

On this 14th day of June, 2006, Tim Mullany who is personally known to me appeared before me in his/her capacity as the Manager of Blue Turtle Milford, LLC ("Grantor") and executed on behalf of Grantor the Power of Attorney in favor of Acorn Capital Group, LLC to which this Certificate is attached.

Lois R. Standig
Notary Public

LOIS R. STANDIG
Notary Public, State of New York
No. 01ST6025114
Qualified in New York County
Commission Expires May 24, 20 07

STATE OF New York
SS.:
COUNTY OF New York

On this 17th day of June, 2006, Tim Mullany who is personally known to me appeared before me in his/her capacity as the Manager of Blue Turtle Manchester, LLC ("Grantor") and executed on behalf of Grantor the Power of Attorney in favor of Acorn Capital Group, LLC to which this Certificate is attached.

Lois R. Standig
Notary Public

LOIS R. STANDIG
Notary Public, State of New York
No. 01ST6025114
Qualified in New York County
Commission Expires May 24, 20 07

STATE OF New York
SS.:
COUNTY OF New York

On this 17th day of June, 2006, Tim Mullany who is personally known to me appeared before me in his/her capacity as the Manager of Blue Turtle Westchester, LLC ("Grantor") and executed on behalf of Grantor the Power of Attorney in favor of Acorn Capital Group, LLC to which this Certificate is attached.

Lois R. Standig
Notary Public

LOIS R. STANDIG
Notary Public, State of New York
No. 01ST6025114
Qualified in New York County
Commission Expires May 24, 20 07

STATE OF New York)
SS.:
COUNTY OF New York)

On this 19th day of June, 2006, Tim Mullany who is personally known to me appeared before me in his/her capacity as the CEO of Education Food Services Company ("Grantor") and executed on behalf of Grantor the Power of Attorney in favor of Acorn Capital Group, LLC to which this Certificate is attached.

Lois R. Standig
Notary Public

LOIS R. STANDIG
Notary Public, State of New York
No. 01ST6025114
Qualified in New York County
Commission Expires May 24, 20 07