

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wachovia Bank, National Association	FORMERLY Southtrust Bank	12/26/2006	National Banking Corporation: UNITED STATES
RECEIVING PARTY DATA			
Name:	DNC Parks & Resorts at KSC, Inc.		
Street Address:	Kennedy Space Center Visitor Complex		
Internal Address:	Mail Code DNPS - Admin. Bldg.		
City:	Kennedy Space Center		
State/Country:	FLORIDA		
Postal Code:	32899		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1673399		
Registration Number:	1762193	UNITED STATES ASTRONAUT HALL OF FAME	
Registration Number:	1802996	UNITED STATES ASTRONAUT HALL OF FAME	
CORRESPONDENCE DATA			
Fax Number:	(407)843-6610		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	jon.gibbs@akerman.com		
Correspondent Name:	Jon M. Gibbs		
Address Line 1:	420 South Orange Avenue		
Address Line 2:	Suite 1200		
Address Line 4:	Orlando, FLORIDA 32801		
NAME OF SUBMITTER:	Jon M. Gibbs		
Signature:	/Jon M. Gibbs/		

CH \$90.00 1673399

Date:

01/10/2007

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment") is made and entered into as of December 24, 2006 ("Effective Date") by and between **WACHOVIA BANK, NATIONAL ASSOCIATION**, a national banking corporation ("Assignor"), having an office at 214 North Hogan Street, FL0009, Jacksonville, Florida 32202-0010, and **DNC PARKS & RESORTS AT KSC, INC.**, a Florida corporation ("Assignee"), having an office at Kennedy Space Center Visitor Complex, Mail Code DNPS – Admin. Bldg., Kennedy Space Center, Florida 32899.

RECITALS

A. Pursuant to the terms of that certain Purchase and Sale Agreement (the "Agreement") between the parties dated as December __, 2006, Assignor agreed to sell, assign and convey and Buyer agreed to purchase certain intellectual property owned by Seller.

B. Seller desires to sell, assign and convey to Buyer, and Buyer desires to purchase from Seller, the Intellectual Property (as defined in Section 1.1(c) of the Agreement and as set forth on Exhibit A attached hereto).

NOW, THEREFORE, in consideration of the receipt of \$10.00, the consideration set forth in the Agreement, and other good and valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor does hereby assign, release, quitclaim and convey to Assignee, all of Assignor's right, title and interest in and to the Intellectual Property, together with the goodwill associated with the Intellectual Property, and together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Intellectual Property, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives. Assignee shall pay all costs associated with the Assignment of the Intellectual Property.

Assignor represents and warrants that its right, title and interest in and to the Intellectual Property is free and clear of any mortgages, deeds of trust, security interests or other liens. WITH THE EXCEPTION OF THE FOREGOING WARRANTY, ASSIGNOR MAKES NO OTHER REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE INTELLECTUAL PROPERTY, EXPRESS OR IMPLIED, AND HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE INTELLECTUAL PROPERTY, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF TITLE OR NON-INFRINGEMENT.

Unless expressly set forth herein to the contrary, this Assignment is subject to and is to be construed according to the terms of the Agreement.

EXECUTED to be effective as of the day of December, 2006.

ASSIGNOR:

WACHOVIA BANK, NATIONAL ASSOCIATION

By: 

Name: Stephen C. Coates

Its: Executive Vice President

ASSIGNEE:

DNC PARKS & RESORTS AT KSC, INC.

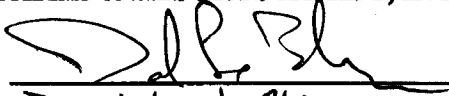
By: 
Name: Daniel LeBlanc
Its: Chief Operating Officer

EXHIBIT "A"

INTELLECTUAL PROPERTY

In this Assignment, "Intellectual Property" means the following:

(a) all worldwide common law and statutory trademarks and service marks, trade names, fictitious names, slogans, logos, domain names, URLs and the like relating or referring to the Astronaut Hall of Fame (including, without limitation, the marks "United States Astronaut Hall of Fame," "Astronaut Design," "Astronaut Adventure" and the URL "www.AstronautHallOfFame.com"), and any and all registrations and/or applications for registration therefor as more particularly described in **Exhibit A-1** hereto (collectively, the "Marks");

(b) all worldwide common law and statutory copyrights, if any, including but not limited to copyrightable works, and any and all registrations and/or applications for registration therefor; and all renewals in connection therewith related to the Marks, the Astronaut Hall of Fame or the Personal Property (as defined in the Agreement) (collectively, the "Copyrights");

(c) all confidential information and trade secrets, if any, related or referring to the Marks, the Astronaut Hall of Fame or the Personal Property, including but not limited to all drawings, specifications, material lists, supplier lists, pricing and cost information, concepts, business and marketing plans and proposals, data bases, customer lists, research and development and other technical data located at the Astronaut Hall of Fame building and the maintenance building (collectively, the "Building"); all past, current and future reservations, if any, related to the Astronaut Hall of Fame; all file archives, plans and blue prints, if any, located at the Building;

(d) all modifications, revisions, and improvements to, and derivative works of, any or all of the foregoing ("Derivatives"), if any;

(e) all licenses, master licenses and sublicenses from third parties to the Assignor or its successors in interest with respect to any and all of the foregoing ("Licenses"); and

(f) all goodwill associated with any of the foregoing.

Exhibit "A-1"

Trademarks

The following federally registered trademarks of U.S. Space Camp Foundation, together with the goodwill of the business symbolized by the Trademarks.

Trademark	Registration Number
Astronaut Adventure	Reg. No. 1938638
Astronaut Design	Reg. No. 1673399
United States Astronaut Hall of Fame	Reg. No. 1762193
United States Astronaut Hall of Fame	Reg. No. 1802996