

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
Six Flags Theme Parks Inc.		04/06/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Darien Lake Theme Park and Camping Resort, Inc.		
Street Address:	910 Phillips Street		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32207		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2891370	DARIEN LAKE	
CORRESPONDENCE DATA			
Fax Number:	(212)768-6800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-768-6700		
Email:	trademarks@sonnenschein.com		
Correspondent Name:	Barbara Champoux - Sonnenschein et al		
Address Line 1:	Wacker Drive Station - Sears Tower		
Address Line 2:	- P. O. Box 061080		
Address Line 4:	Chicago, ILLINOIS 60606-1080		
ATTORNEY DOCKET NUMBER:	20000387-0006-R7M-DARIEN		
NAME OF SUBMITTER:	Barbara Champoux		
Signature:	/barbara champoux/		
Date:	05/24/2007		

OP \$40.00 2891370

Total Attachments: 4

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ASSIGNMENT OF TARGET ENTITY EXCLUSIVE INTELLECTUAL PROPERTY

(Section 4.6)

THIS **ASSIGNMENT OF TARGET ENTITY EXCLUSIVE INTELLECTUAL PROPERTY** (this "Agreement") is dated as of April 6, 2007 and is made by and among **Six Flags Theme Parks Inc.**, a Delaware corporation ("Assignor"), having an address of 1540 Broadway, 15th Floor, New York, New York 10036 and **Darien Lake Theme Park and Camping Resort, Inc.**, a New York corporation ("Assignee"), having an address of 910 Phillips Street, Jacksonville, Florida 32207.

W I T N E S S E T H:

WHEREAS, Assignor and those certain direct and indirect subsidiaries thereof, collectively as "Sellers", and PARC 7F-Operations Corporation, as "Buyer", entered into that certain Securities Purchase Agreement dated as of January 10, 2007 (the "Sale Agreement"), pursuant to which Sale Agreement it is contemplated that, among other things, Assignor and the other Sellers shall sell, and Buyer shall acquire, all of the Assets of Sellers used in the Business, including without limitation, the Securities of the Target Entities described therein (*all capitalized terms used and not defined herein shall have the meanings ascribed to them in the Sale Agreement*); and

WHEREAS, pursuant to Section 4.6 of the Sale Agreement, Sellers agreed to separately assign to the relevant Target Entity prior to closing any material Target Entity Exclusive Intellectual Property; and

WHEREAS, Assignor is the owner of the entire right, title and interest of the Target Entity Exclusive Intellectual Property listed on Exhibit A (the "Assigned IP"); and

WHEREAS, Assignor has agreed to assign to Assignee, a Target Entity, the Assigned IP, and Assignee has agreed to assume the Assigned IP, in accordance with the terms and conditions set forth herein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor, as its interests may appear, and Assignee hereby agree as follows:

1. Assignment and Assumption. (a) Assignor does hereby grant, convey, assign, transfer and deliver unto Assignee all of its right, title and interest, if any, in the Assigned IP, free and clear of any and all Liens, except for Permitted Closing Date Liens, and those matters otherwise permitted in the Sale Agreement, TO HAVE AND TO HOLD, all and singular, such Assigned IP, unto Assignee, its successors and assigns, to use for its use and benefit forever.

(b) Assignee hereby accepts the assignment of the Assigned IP and all rights and obligations pertaining thereto, from and after the date hereof.

2. Condition. This Agreement is being made **without any representation or warranty whatsoever with respect to such Assigned IP, except as otherwise provided in the Sale Agreement.**

3. Recordation. Assignor hereby authorizes Assignee to record this Agreement with the USPTO or U.S. Copyright Office, as applicable, and to take all other actions reasonably necessary at law or under the Sale Agreement, at no cost to Assignor, to effect the transfer of the Assigned IP, including, but not limited to transferring ownership of domain names, which are included in the Assigned IP, with a domain name registrar.

4. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.


5. Execution. This Agreement may be executed in any number of counterparts, and all counterparts so executed shall constitute one Agreement, binding upon all of the parties hereto, notwithstanding that all the parties are not signatory to the original or same counterpart.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date set forth above.

ASSIGNOR:

SIX FLAGS THEME PARKS INC.

By: 
James M. Coughlin
General Counsel and Authorized Signatory

ASSIGNEE:

DARIEN LAKE THEME PARK AND CAMPING
RESORT, INC.


By: 
James M. Coughlin
General Counsel and Authorized Signatory

EXHIBIT A

TARGET ENTITY EXCLUSIVE INTELLECTUAL PROPERTY

Trademark	Status	Cty	App. No.	File Date	Reg. No.	Reg. Date	Cl.	OFGS No.	Owner Name
DARIEN LAKE - EXCLUSIVE	Registered	US	78/307,295	30-Sep-2003	2,891,370	05-Oct-2004	41	T/3262-630	Six Flags Theme Parks, Inc.