

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                       |                       |
|----------------------------------|--|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>          | NEW ASSIGNMENT   |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>     | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL   |                       |                       |
| <b>CONVEYING PARTY DATA</b>      |  |                       |                       |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>    |
| Six Flags Theme Parks Inc.       |  | 04/06/2007            | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                       |
| <b>Name:</b>                     | Elitch Gardens L.P.  |                       |                       |
| <b>Street Address:</b>           | 910 Phillips Street  |                       |                       |
| <b>City:</b>                     | Jacksonville   |                       |                       |
| <b>State/Country:</b>            | FLORIDA  |                       |                       |
| <b>Postal Code:</b>              | 32207  |                       |                       |
| <b>Entity Type:</b>              | LIMITED PARTNERSHIP: COLORADO  |                       |                       |
| <b>PROPERTY NUMBERS Total: 1</b> |  |                       |                       |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>      | 1958346  | ELITCH GARDENS        |                       |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                       |
| <b>Fax Number:</b>               | (212)768-6800  |                       |                       |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                       |
| <b>Phone:</b>                    | 212-768-6700   |                       |                       |
| <b>Email:</b>                    | trademarks@sonnenschein.com  |                       |                       |
| <b>Correspondent Name:</b>       | Barbara Champoux - Sonnenschein et al  |                       |                       |
| <b>Address Line 1:</b>           | Wacker Drive Station - Sears Tower   |                       |                       |
| <b>Address Line 2:</b>           | - P. O. Box 061080   |                       |                       |
| <b>Address Line 4:</b>           | Chicago, ILLINOIS 60606-1080   |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 20000384-0006-R7M-ELITCH   |                       |                       |
| <b>NAME OF SUBMITTER:</b>        | Barbara Champoux   |                       |                       |
| <b>Signature:</b>                | /barbara champoux/   |                       |                       |
| <b>Date:</b>                     | 05/24/2007   |                       |                       |

OP \$40.00 1958346

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, 15<sup>th</sup> Floor, New York, New York 10036 and **Elitch Gardens L.P.**, a Colorado limited partnership ("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.

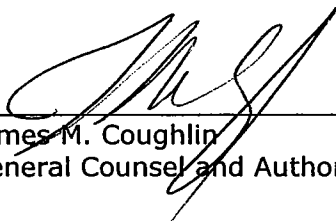
5. Execution. This Agreement may be executed in any number of counterparts, and all counterparts so executed shall constitute one Agreement, binding upon all of the parties hereto, notwithstanding that all the parties are not signatory to the original or same counterpart.

*[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.

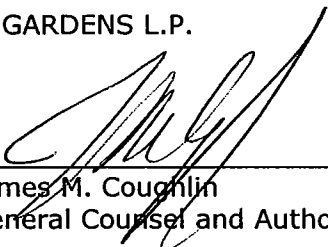
**ASSIGNOR:**

SIX FLAGS THEME PARKS INC.

By:   
James M. Coughlin  
General Counsel and Authorized Signatory

**ASSIGNEE:**

ELITCH GARDENS L.P.

By:   
James M. Coughlin  
General Counsel and Authorized Signatory

**EXHIBIT A**

**TARGET ENTITY EXCLUSIVE INTELLECTUAL PROPERTY**

| Trademark                     | Status     | City | App No.    | File Date   | Reg No.   | Reg Date    | Cl                | OGS No.    | Owner Name                  |
|-------------------------------|------------|------|------------|-------------|-----------|-------------|-------------------|------------|-----------------------------|
| ELITCH GARDENS -<br>EXCLUSIVE | Registered | US   | 74/530,797 | 31-May-1994 | 1,958,346 | 27-Feb-1996 | 16, 21,<br>25, 41 | T/3262-634 | Six Flags Theme Parks, Inc. |