

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
Cypress Gardens Adventure Park, LLC		10/16/2007	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	Land South Adventures, LLC		
Street Address:	5900 Imperial Lakes Boulevard		
City:	Mulberry		
State/Country:	FLORIDA		
Postal Code:	33860		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3033012	CYPRESS GARDENS ADVENTURE PARK	
Registration Number:	3033011	CYPRESS GARDENS	
CORRESPONDENCE DATA			
Fax Number:	(212)556-2222		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	nytrademarks@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	1185 Avenues of Americas		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	W. Austin Jowers		
Signature:	/W. Austin Jowers/		
Date:	10/29/2007		

Total Attachments: 8

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**INTELLECTUAL PROPERTY
ASSIGNMENT AGREEMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement"), dated as of October 16, 2007, is made by and between Cypress Gardens Adventure Park, LLC, a Georgia limited liability company, having a principal place of business located at 3766 Old Clyattville Road, Valdosta, Georgia 31601 ("Assignor") and Land South Adventures, LLC, a Florida limited liability company, having a principal place of business located at 5900 Imperial Lakes Boulevard, Mulberry, Florida 33860 ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignor is the owner of certain Assets (as defined in the Purchase Agreement (as defined hereinbelow)), including all right, title and interest in and to the trademarks, service marks, names, copyrights, and domain names set forth in Schedules A, B and C, and all related trademarks, service marks, designs, names, trade secrets, drawings, works of authorship, copyrights, domain names and trade dress (hereinafter, collectively, the "IP"), whether any of the foregoing are registered or unregistered, including all related goodwill, and desires to transfer to Assignee the IP and the goodwill associated therewith;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment of the Trademarks. Assignor does hereby assign, grant, transfer, contribute, deliver and set over to Assignee, free and clear of all liens and encumbrances, the full, exclusive and entire right, title, and interest of Assignor in and to the registered trademarks and unregistered common law trademarks and service marks listed on Exhibit A attached hereto, and any applications and registrations therefore, together with all the goodwill of the business of Assignor symbolized by said trademarks, service marks, applications and registrations (the "Marks"). All rights to the Marks, including, without limitation, the right to sue for damages and profits, due or accrued, and other remedies in respect of any and all past, present and future infringements or misappropriation of the Marks in perpetuity (or for the longest period of time otherwise permitted by law) and all goodwill generated thereby shall be the sole property of Assignee and inure to the benefit of Assignee.

2. Assignment of Copyrights. Assignor does hereby assign, grant, transfer, contribute, deliver and set over to the Assignee all of its right, title and interest whatsoever throughout the world in and to any and all copyrights and copyright applications and registrations listed on Exhibit B attached hereto, and any other copyrights owned or used by Assignor in connection with the business relating to the IP, whether registered or unregistered, to the full extent of the scope of use thereof, together with the goodwill of the business connected with the use of and symbolized by said copyrights and copyright applications and registrations (the "Copyrights"). All rights to the Copyrights, including, without limitation, the right to sue for damages and other remedies in respect of any and all past, present and future infringements

or misappropriation of the Copyrights in perpetuity (or for the longest period of time otherwise permitted by law) and all goodwill generated thereby shall be the sole property of Assignee and inure to the benefit of Assignee.

3. Change of Registrant Name. Assignor acknowledges that its assigned domain name is registered with Network Solutions, Inc. (“NSI”) and listed on Exhibit C attached hereto (the “Domain Name”). Assignor hereby affirms and acknowledges that it has or will deliver to Assignee an executed and notarized “Registrant Name Change Agreement (Version 3.0 - Transfers)” for the Domain Name. Assignor further agrees that it will execute and deliver to Assignee any other updated, additional or alternate forms as may be required by the registration authority in order for NSI to accept Assignee as the “Registrant” for the Domain Names.

4. Purchase Agreement. This Agreement (and the assignments set forth herein) is being consummated pursuant to that certain Asset Purchase Agreement by and between Assignee (as assignee/designee of Land South Holdings, LLC) and Assignor dated September 10, 2007 (the "Purchase Agreement"). Nothing in this Agreement shall expand, modify or otherwise amend (or be interpreted to expand, modify or otherwise amend) the rights, duties, obligations, or representations and warranties of Assignor or Assignee set forth in the Purchase Agreement. In the event of conflict between any provision of this Agreement and the Purchase Agreement, the provisions of the Purchase Agreement shall govern

5. Successors and Assigns. The terms and provisions of this Agreement and the respective rights and obligations of the parties hereunder shall be binding upon, and inure to the benefit of, their respective successors and assigns.

6. Recordings. An executed copy of this Agreement may be filed with the U.S. Copyright Office and the U.S. Patent and Trademark Office by Assignee or Assignor at any time.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date and year first above written.

Cypress Gardens Adventure Park, LLC

By: Kent A. Buescher

Name: Kent A. Buescher

Title: CEO

STATE OF Fla)
) ss.:
COUNTY OF Polk)

ACKNOWLEDGEMENT OF ASSIGNOR

On this 16 day of October, 2007, before me personally appeared Kent Buescher
_____, being by me duly sworn, did depose and say that s/he is the CEO
_____ of Cypress Gardens Adventure Park, LLC and which acknowledged that s/he
executed the foregoing instrument as the act and deed of _____ with full
authority to do so.

Lorraine Trupiano
Notary Public

(Notary Seal)



Land South Adventures, LLC

By: Brian G. Philpot

Name: Brian G. Philpot

Title: Manager

STATE OF Florida)
) ss.:
COUNTY OF Polk)

ACKNOWLEDGEMENT OF ASSIGNEE

On this ___ day of October, 2007, before me personally appeared Brian G. Philpot
_____, being by me duly sworn, did depose and say that s/he is the Manager
_____ of Land South Adventures, LLC and which acknowledged that s/he executed the
foregoing instrument as the act and deed of Manager with full authority to do so.

M. Jackson
Notary Public

(Notary Seal)



EXHIBIT A

Registered Marks

CYPRESS GARDENS ADVENTURE PARK	3033012	UNITED STATES
CYPRESS GARDENS	3033011	UNITED STATES

Common Law Marks

Bugsville
Old Fashion Christmas
Phobia
Swamp Thing
Celebrate America
Splash Island
Passport
Buzzby
Lady B
Wing
Watt
Whiff
Nic
Nac
Kidz Palooza
Fangs
Rio Grande Train
Dizzy Dragons
Fiesta Express
Inverter
Pharaoh's Fury
Yo-Yo
Power Surge
VR Gone Wild
Splash Island
Paradise River
Passport/Gold Passport
Beyond 4 Walls
Game Bucks
Education Stations
Home School Day

Education Awareness
Scout Adventure
Girl Scout Adventure
2 nd Day Free
Summer Adventure Pass
Bugsville Adventure
Shake, Rattle & Roll
Gunk'd
Clown U'
Storytime LIVE
Picasso-palooza
Made in the Shade
Sand Blast
Stick-em up
Colo-rama
Buzzby's Party Zone
Crazy for the Red, White & Blue
Celebration Parade
Bumpkin Patch
Bugsville Boo Revue
Dead Man Walkin'
Black Forest
Friendly Frights
Boo House
Scare Zones
Phbia Express Pass
Holiday Homecoming Cabaret
Tales from the North Pole
Frosty Follies Ice Skating Spectacular
Noel Brass
Jingle Street Parade
Wonderland Express
Miracle of Christmas

EXHIBIT B

Copyright Registrations

Aquacade, Summer '88: Lost Tour Guide	TX-2-612-852
Southern Ice	TX-2-612-854
Moonstruck	TX-2-616-215
Golden Years Ski Show	TX-2-616-959
Classical Ice	TX-2-616-961
Swamp Critter Creature Feature	TX-2-616-962
Aquacade '85 Script	TX-2-616-963
Aquacade, March 1987	TX-2-616-965
Ski Fever	TX-2-875-123
The Greatest American Ski Show: Jan..1998	TX-2-873-125
Cypress Gardens Official Guide Book	TX-3-260-574
Starlite Spectacular	TXu-454-115
Colorburst	VA-460-842
Elegance in Bloom	VA-460-844
Tomorrow's Hope	VA-460-845
Blossoms & Belles	VA-460-846
Into the Wind	VA-460-847
Wings of Wonder Butterfly Conservatory	VA-668-647

EXHIBIT C

Domain Name Registration


cypressgardens.com