

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
Waterpark Management, Inc.		06/01/2004	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Bad Schloss, Inc.		
Street Address:	305 West Austin Street		
City:	New Braunfels		
State/Country:	TEXAS		
Postal Code:	78130		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1621668	SCHLITTERBAHN	
CORRESPONDENCE DATA			
Fax Number:	(512)853-8801		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	ebmpto@intprop.com		
Correspondent Name:	Eric B. Meyertons		
Address Line 1:	P.O. Box 398		
Address Line 4:	Austin, TEXAS 78767-0398		
ATTORNEY DOCKET NUMBER:	5049-05300		
NAME OF SUBMITTER:	Eric B. Meyertons		
Signature:	/Eric B. Meyertons/		
Date:	02/03/2010		
Total Attachments: 2			

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made as of the 3rd day of June, 2004 ("Effective Date") by and between Waterpark Management, Inc., a corporation with an address of 305 West Austin Street, New Braunfels, Texas 78130 ("ASSIGNOR"), and Bad Schloss, Inc., a corporation with an address of 305 West Austin Street, New Braunfels, Texas 78130 ("ASSIGNEE").

BACKGROUND

A. On or about January 2, 1996, ASSIGNEE assigned to ASSIGNOR all of its rights, titles, and interests in the United States in and to the service mark and registration of United States Registration No. 1,621,668, together with the goodwill of the business symbolized by said service mark and registration (collectively, the "Mark");

B. As of the Effective Date, ASSIGNOR is the owner of the Mark together with the goodwill of the business symbolized thereby in connection with the goods and services on which, or in conjunction with which, the Mark is used ("the Products/Services"); and

C. ASSIGNOR now desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its worldwide rights, titles, and interests in and to the Mark.

NOW, THEREFORE, ASSIGNOR and ASSIGNEE, in consideration of the mutual agreements herein contained and for other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, do hereby agree as follows:

AGREEMENT

1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S worldwide rights, titles, and interests in and to the Mark, together with (1) the goodwill of the business relating to the Products/Services with respect to which the Mark is used, or in conjunction with which the Mark is used, and for which it is registered; (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Mark, including, but not limited to, damages, and payments for past, present, and future infringements and misappropriations of the Mark; and (3) all rights to sue for past, present, and future infringements or misappropriations of the Mark.

2. ASSIGNOR further conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of its rights, titles, and interests in and to the trade dress, labels, and designs associated with the Mark.

3. ASSIGNOR further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be reasonably necessary for securing, completing, or vesting in ASSIGNEE the full rights, titles, and interests in and to the Mark.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement, as of the Effective Date.

WATERPARK MANAGEMENT, INC.

BAD SCHLOSS, INC.

Name: *J. Glendon*
Title: *Pres*
Date: *6/11/04*

Name: *J. Glendon*
Title: *Pres.*
Date: *6/11/04*