

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													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:30%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Elitch Gardens L.P.</td> <td></td> <td>04/07/2010</td> <td>LIMITED PARTNERSHIP: COLORADO</td> </tr> <tr> <td>Parc 7F-Operations Corporation</td> <td></td> <td>04/07/2010</td> <td>CORPORATION: FLORIDA</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	Elitch Gardens L.P.		04/07/2010	LIMITED PARTNERSHIP: COLORADO	Parc 7F-Operations Corporation		04/07/2010	CORPORATION: FLORIDA
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CORRESPONDENCE DATA													
<p>Fax Number: (407)843-4444 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 407-418-6234 Email: chad.duberke@lowndes-law.com Correspondent Name: Chad C. Duberke Address Line 1: 215 North Eola Drive Address Line 4: Orlando, FLORIDA 32802-2809</p>													
ATTORNEY DOCKET NUMBER:	0914625-139814												
NAME OF SUBMITTER:	Chad C. Duberke												
Signature:	/Chad C. Duberke/												

OP \$40.00 1958346

900168080

**TRADEMARK
 REEL: 004249 FRAME: 0967**

Date:

07/29/2010

Total Attachments: 6

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ASSIGNMENT AND ASSUMPTION OF OWNED INTELLECTUAL PROPERTY

[Elitch Gardens]

THIS ASSIGNMENT AND ASSUMPTION OF OWNED INTELLECTUAL PROPERTY (this "Assignment") is made and entered into as of the 7th day of April, 2007, by and between PARC 7F-OPERATIONS CORPORATION, a Florida corporation, and ELITCH GARDENS L.P., a Colorado limited partnership ("collectively, Assignor"), and CNL INCOME ELITCH GARDENS, LLC, a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, PARC 7F-Operations Corporation and CNL Income Properties, Inc., a Maryland corporation and Affiliate of and predecessor in interest to Assignee (the "Purchaser"), are parties to that certain Asset Purchase Agreement dated as of January 10, 2007, as partially assigned by Purchaser to Assignee pursuant to that certain Partial Assignment and Assumption of Asset Purchase Agreement, dated as of April 5, 2007, between Purchaser, as assignor, and Assignee, as assignee (collectively, and as may be amended, the "Purchase Agreement"). Pursuant to the Purchase Agreement, Assignor has agreed, among other things, to sell, assign, transfer and convey to Purchaser, or its permitted assigns, the Elitch Gardens Assets; and

WHEREAS, in connection with the sale and purchase of the Elitch Gardens Assets, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to, and Assignee has agreed to assume from Assignor all of Assignor's obligations and liabilities under, the Owned Intellectual Property related to the Elitch Gardens Assets, including without limitation, the Future Acquired Intellectual Property and the Owned Intellectual Property set forth on Exhibit A attached hereto (the "Elitch Gardens Owned Intellectual Property"), other than the applicable Seller Liabilities. Unless otherwise defined herein, all capitalized terms used in this Assignment shall have the meaning given to such term in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Assignment. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's right, title and interest, together with the goodwill of the business connected with and symbolized by the trademark, as well as all rights to damages or profits, due or accrued, arising out of past infringement of such trademark or injury to said goodwill and the right to sue for and receive the same in the Assignee's own name, in and to the Elitch Gardens Owned Intellectual Property, except for the applicable Seller Liabilities.

2. Assumption. Assignee hereby assumes all of liabilities and obligations of Assignor under the Elitch Gardens Owned Intellectual Property that arise on or after the Closing Date and agrees to perform all obligations of Assignor under the Elitch Gardens Owned

Intellectual Property that are to be performed or that become due on or after the Closing Date, except for the applicable Seller Liabilities.

3. **Representations and Warranties.** Assignor makes no representations or warranties to Assignee with respect to the Elitch Gardens Owned Intellectual Property other than those specifically set forth in the Purchase Agreement that survive the Closing.

4. **Further Assurances.** Assignor covenants with Assignee and Assignee covenants with Assignor that each will execute or procure any additional documents necessary to establish the rights of the other hereunder.

5. **Counterparts.** This Assignment may be executed by the parties in counterparts, in which event the signature pages thereof shall be combined in order to constitute a single original document.


6. **Binding Effect.** This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and assigns.

[Signatures on following page]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment as of the date set forth above.

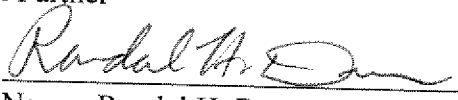
ASSIGNOR:

PARC 7F-OPERATIONS CORPORATION,
a Florida corporation

By: 
Name: Randal H. Drew
Title: President

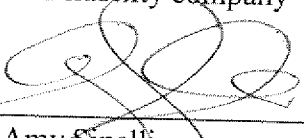
ELITCH GARDENS L.P.,
a Colorado limited partnership

By: **PARC 7F-OPERATIONS
CORPORATION,** a Florida corporation,
General Partner

By: 
Name: Randal H. Drew
Title: President

ASSIGNEE:

CNL INCOME ELITCH GARDENS, LLC,
a Delaware limited liability company

By: 
Name: Amy Smelli
Title: Senior Vice President

STATE OF Florida

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 9th day of April, 2007, by Randal H. Drew, as President of PARC 7F-OPERATIONS CORPORATION, a Florida corporation, on behalf of said entity. He/She is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

Bryan L. Putnal
Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____



STATE OF Florida

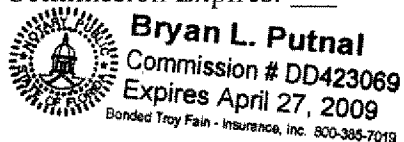
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 9th day of April, 2007, by Randal H. Drew, as President of PARC 7F-OPERATIONS CORPORATION, a Florida corporation, General Partner of ELITCH GARDENS L.P., a Colorado limited partnership, on behalf of said entities. He/She is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

Bryan L. Putnal
Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____



STATE OF New York

COUNTY OF New York

The foregoing instrument was acknowledged before me this 4th day of April, 2007, by Amy Sinelli, as Senior Vice President of CNL INCOME ELITCH GARDENS, LLC, a Delaware limited liability company, on behalf of said entity. He/She is personally known to me or has produced Florida Drivers License as identification.

(NOTARY SEAL)



Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

JULIENNE AMOROSO
Notary Public, State of New York
No. 01AM4663738
Qualified in Queens County
Certificate Filed in New York County
Commission Expires December 31, 20 10

EXHIBIT A

ELITCH GARDENS OWNED INTELLECTUAL PROPERTY

Registered Trademark(s):

Elitch Gardens
Registration Number 1,958,346
Registration Date February 27, 1996

Domain name(s):

elitchgardens.com

bestpicnicover.com

Other Intellectual Property:

To the extent the following names of Amusement Rides in Section 3.1(k) of the Seller's Disclosure to the Stock Purchase Agreement qualify as Owned Intellectual Property:

Big Wheel	Shipwreck Falls
Boomerang	Sidewinder
Carousel	Spider
Commotion Ocean	Tea Cups
Disaster Canyon	The Flying Coaster
Half Pipe	The Mind Eraser
Hollywood & Vine	Thunder bolt
Island Kingdom Waterpark	Tower of Doom
Observation Tower	Troika
Rainbow	Turbobungy
Round 'Em Up	Turn of the Century
Sea Dragon	Twister 2
Shake Rattle and Roll	

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