

01-21-1999

U.S. DEPARTMENT OF COMMERCE

MRO



100947235

COVER SHEET ONLY

Patent and Trademark Office
Docket No. 00753-0002022

1-20-99

To the Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): AmFac Resorts, Inc.

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Association
- Limited Partnership
- Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Bank of America National Trust and Savings Association
Internal Address:
Street Address: 555 California Street, 41st Floor
City: San Francisco, State: CA ZIP: 94105

- Individual(s) citizenship: _____
- Association: National Banking Association
- General Partnership: _____
- Limited Partnership: _____
- Corporation-State: _____
- Other: _____

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other:
- Merger
- Change of Name

Execution Date: December 30, 1997

4. Application number(s) or registration number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)

(see attached sheet)

B. Registration No.(s)

(see attached sheet)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Douglas L. Hendricks
Morrison & Foerster LLP
425 Market Street
San Francisco, California 94105-2482

6. Total number of applications and trademark registrations involved: 12

7. Total fee (37 C.F.R. § 3.41): \$365.00

- Enclosed
- Authorized to be charged to deposit account, referencing Attorney Docket 00753-0002022

8. Deposit account number: 03-1952

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 which may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name: Douglas L. Hendricks

Douglas L. Hendricks 1/12/99
Signature Date

Total number of pages comprising cover sheet, attachments and document: 6

01/20/1999 SDRMS 00000237 75411500

01 FC:481 40.00 OP
02 FC:482 325.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

sf-629101

TRADEMARK
REEL: 1841 FRAME: 0981

4. APPLICATION AND REGISTRATION NUMBERS

4-A. APPLICATION NUMBERS

<u>Application Number</u>	<u>Mark</u>
Serial no. 75/411,500	Fred Harvey Trading Company Est. 1876 and Design
Serial no. 75/177,112	Fred Harvey Trading Company
Serial no. 75/177,109	Fred Harvey Trading Company
Serial no. 75/177,108	Fred Harvey Trading Company

4-B. REGISTRATION NUMBERS

<u>Registration Number</u>	<u>Mark</u>
Registration no. 2,089,342	Fred Harvey Trading Company
Registration no. 2,170,256	Fred Harvey Trading Company
Registration no. 2,089,341	Fred Harvey Trading Company
Registration no. 829,270	Harvey Girl
Registration no. 775,925	Harvey Girl
Registration no. 828,900	Miscellaneous Design ("Harvey Girl")
Registration no. 689,246	Fred Harvey
Registration no. 1,371,876	AmFac Express
Registration no. 797,613	Guest of Honor
Registration no. 1,631,153	Design of prospector and burro.

TRADEMARK AGREEMENT

THIS TRADEMARK AGREEMENT (this "Agreement"), dated as of December 30, 1997, is between AMFAC RESORTS, INC., a Delaware corporation, TW RECREATIONAL SERVICES, INC., a Delaware corporation (collectively, the "Borrowers" and each a "Borrower"), and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, as letter of credit issuing banks and as agent for the Lenders (as defined below) (the "Agent").

RECITALS

WHEREAS, the Borrowers have entered into the Amended and Restated Credit Agreement, dated as of December 30, 1997, (the "Credit Agreement"), with the financial institutions party thereto (the "Lenders"), and the Agent;

WHEREAS, in connection with the execution and delivery of the Credit Agreement, the Borrowers executed and delivered to the Agent for its benefit and the benefit of the Lenders an Amended and Restated Security Agreement and Assignment of Contracts, dated as of December 30, 1997 (the "Security Agreement"); and

WHEREAS, the Borrowers have agreed to execute and deliver this Agreement in order to confirm the grant to the Agent of a continuing security interest in all of the Trademark Collateral (as defined below) to secure the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Borrowers agree, for the benefit of the Agent and the Lenders, as follows:

SECTION 1 Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

SECTION 2 Grant of Security Interest. As collateral security for the prompt and complete payment and performance of the Secured Obligations (as defined in the Security Agreement), each Borrower hereby assigns and pledges to the Agent for its benefit and the ratable benefit of each of the Lenders, and hereby grants to the Agent for its benefit and the ratable benefit of each of the Lenders a security interest in all of such Borrower's right, title and interest in and to the following, whether now or hereafter existing or acquired (the "Trademark Collateral"):

a) all United States registered trademarks and service marks of the Borrower, all registrations and recordings thereof, and all applications in connection therewith (collectively, the "Trademarks") listed on Item A of Schedule 1 hereto;

b) all licenses of Trademarks to or by the Borrower, including each Trademark license referred to in Item B of Schedule 1 hereto;

c) all reissues, extensions or, renewals of any of the items described in clauses (a) and (b);

d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

e) all proceeds of, and rights associated with, the foregoing, including any claim by the Borrower against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration, or Trademark license referred to in Item A and Item B of Schedule 1 hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

SECTION 3 Security Agreement. This Agreement has been executed and delivered by the Borrowers for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the benefit of each of the Lenders under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

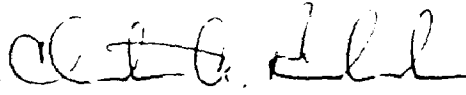
SECTION 4 Release of Security Interest. Upon the payment in full of the Loans, expiration or termination of all Letters of Credit and the Commitments, and payment of the other Secured Obligations (as defined in the Security Agreement) then due and payable, the security interest granted herein shall automatically terminate, and all rights to the Trademark Collateral shall revert to the Borrowers. Upon any such termination, the Agent shall, at the Borrowers' expense, execute and deliver to the Borrowers all instruments and other documents as the Borrowers shall reasonably request to release the Lien upon the Trademark Collateral which has been granted hereunder to evidence such termination.

SECTION 5 Acknowledgment. The Borrowers do hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

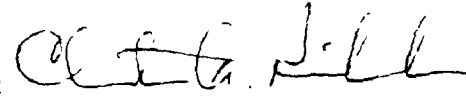
SECTION 6 Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original, and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

AMFAC RESORTS, INC.

By: 
Name: CHESTER RICHARDSON
Title: VICE PRESIDENT

TW RECREATIONAL SERVICES, INC.

By: 
Name: CHESTER RICHARDSON
Title: VICE PRESIDENT

BANK OF AMERICA NATIONAL TRUST AND
SAVINGS ASSOCIATION,
as Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

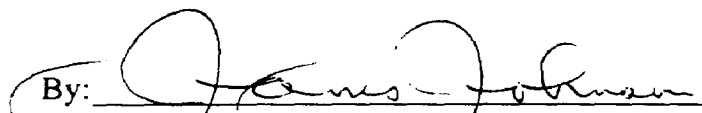
AMFAC RESORTS, INC.

By: _____
Name:
Title:

TW RECREATIONAL SERVICES, INC.

By: _____
Name:
Title:

BANK OF AMERICA NATIONAL TRUST AND
SAVINGS ASSOCIATION,
as Agent

By: 
Name: JAMES P JOHNSON
Title: Managing Director

SCHEDULE 1
to
TRADEMARK AGREEMENT

Item A - Trademarks

Amfac Resorts, Inc.

Fred Harvey Trading Company

Class 32 pend.
 25 reg.
 29 pend.
 03 pend.
 28 pend.
 35 reg.

Fred Harvey Trading Company & Design

Class 35 pend.

Fred Harvey

Class 42 reg.

Harvey Girl

Class 42 reg.
 30 reg.

Harvey Girl Design

Class 42 reg.

Design of Miner & Donkey

Class 42 reg.

Amfac Express

Class 42 reg.

Guest of Honor

Class 36 reg.

TW Recreational Services

Nornern Bear Trading Company

Class 42 reg.

Silvertip Station

Class 42 reg.

Guarded by E. Thomas Watson – Charlotte, North Carolina

SCHEDULE 1
to
TRADEMARK AGREEMENT

Item B - Licences

None