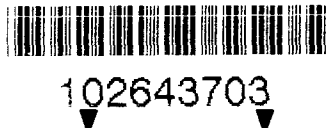


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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Florida Cypress Gardens, Inc., a Florida corporation

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date:

2. Name and address of receiving party(ies)

Name: First Gardens, L.C.

Internal

Address:

Street Address: 5015 S. Florida Ave. Ste 403

City: Lakeland State: FL Zip: 33813

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other limited liability company-state

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1834085; 1350011; and 1354677

Additional number(s) attached Yes No

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

Name: Natasha S.W. Rieger

Internal Address:

Street Address: 500 South Florida Ave. Ste 800

City: Lakeland State: FL Zip: 33801

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41).....\$ 90

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

Signature of Natasha Rieger

Name of Person Signing

Signature of Natasha Rieger

Signature

Date 1/2/04

Date

01/12/2004 MWELLER 00000145 1834085

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

01 FC:0521 02 FC:0522

40.00 DP 50.00 DP

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

TRADEMARK REEL: 002896 FRAME: 0892

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property ("Assignment") entered this 30th day of December, 2003 between Florida Cypress Gardens, Inc., a Florida corporation ("Assignor"), and First Gardens, L.C., a Florida limited liability company ("Assignee").

RECITALS:

A. WHEREAS, Assignor is the owner of intellectual property and federally registered trade and service mark rights, and their appertaining goodwill, federal copyright registrations, and common law intellectual property rights and their appertaining goodwill, as more specifically set forth herein.

B. WHEREAS, Assignor was the grantor under a certain Commercial Security Agreement ("Security Agreement"), account number 8000191655, originally made on June 4, 2001, to The Huntington National Bank ("Huntington"), as the lender, of the original principal amount of \$180,608.90. Incidental to the Security Agreement, a UCC-1 was filed on May 18, 2001, number 200100109022, naming Assignor as the debtor and Huntington as the secured party, and indicating that "all inventory, chattel paper, accounts, equipment and general intangibles," among other things, were covered by the filing. On or around July 1, 2002, a UCC-3, number 200201552416, was filed assigning Huntington's interest as secured party to Suntrust Bank ("Suntrust"). On or around July 7, 2003, Suntrust executed an Assignment of Commercial Security Agreement and Other Security Documents ("Suntrust Assignment") whereby Suntrust conveyed all of its interest in the Security Agreement to Assignee, and on July 1, 2003, an Allonge was executed by Suntrust conveying its interests in payments flowing from the Promissory Note made by Assignor originally to Suntrust to Assignee. A "Sale of Florida Cypress Gardens, Inc. Loan Closing Statement" dated July 7, 2003 provides that the current principal amount of the loan is \$113,659.87, with interest through July 8, 2003 totaling \$858.13, and continuing to accrue interest from July 8, 2003 at a rate of 8.000%. Incidental to the Suntrust Assignment, a UCC-3, number 200304883431, was filed on or about September 9, 2003 removing Suntrust as the secured party and adding Assignee as the secured party.

C. WHEREAS, Assignor has defaulted on its obligations required by the Security Agreement by failing to make payments upon same and, due to the financial circumstances of Assignor, it is not reasonably foreseeable or feasible that Assignor will ever be in a position to discharge its obligation to Assignee, either in whole or in part.

D. WHEREAS, Assignor desires to convey to Assignee all of its intellectual property as consideration for Assignee's release of Assignor from the covenants to pay principal and interest under the Security Agreement, and from all security agreements, financing statements, claims and demands with respect to the property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. RECITALS. The aforesaid recitals are true and correct and are incorporated by reference as if set forth fully herein.

2. MARKS. Assignor has adopted, presently holds, and is using the following marks registered in the United States Patent Office: Registration No. 1834085, dated May 3, 1994, Registration No. 1350011, dated July 16, 1985, and Registration No. 1354677, dated August 13, 1995 (collectively referred to hereinafter as the "Marks"). Assignee is desirous of acquiring such Marks and the registration thereof.

3. ASSIGNMENT OF MARKS. Assignor does hereby assign to Assignee all rights, title and interest in and to said Marks, including the rights to all of its owned or existing trademarks, registrations, renewals thereof, applications and tradenames used in connection with such Marks, and the goodwill of the business symbolized by said Marks, along with the registrations thereof, the numbers of which are contained herein. Assignor further assigns all rights, title and interest to (i) any renewals of such Marks; (ii) all income, royalties, and payments now or hereafter due or payable with respect to damages for past, present or future infringements thereof; (iii) the right to sue for past, present or future infringements thereof; and (iv) all rights corresponding to the Marks throughout the world.

4. COPYRIGHTS Assignor represents and warrants that it is the copyright owner of the following literary works and visual arts designed and created for the Assignor (the "Works") and holds the complete and undivided copyright interest to the Works:

- a. Aquacade, summer '88: Lost tour guide, Registration No. TX-2-612-852;
- b. Southern ice, Registration No. TX-2-612-854;
- c. Moonstruck, Registration No. TX-2-616-215;
- d. Golden years ski show, Registration No. TX-2-616-959;
- e. Classical ice, Registration No. TX-2-616-961;
- f. Swamp critter creature feature, Registration No. TX-2-616-962;
- g. Aquacade '85 script, Registration No. TX-2-616-963;
- h. Aquacade, March 1987, Registration No. TX-2-616-965;
- i. Ski fever, Registration No. TX-2-875-123;
- j. The Greatest American ski show: January 1998, Registration No. TX-2-875-125;
- k. Cypress Gardens official guidebook, Registration No. TX-3-260-574;
- l. Starlite spectacular, Registration No. TXu-454-115;
- m. Colorburst, Registration No. VA-460-842;
- n. Elegance in bloom, Registration No. VA-460-844;
- o. Tomorrow's hope, Registration No. VA-460-845;
- p. Blossoms & belles, Registration No. VA-460-846;

- q. Into the wind, Registration No. VA-460-847; and
- r. Wings of Wonder Butterfly Conservatory, Registration No. VA-668-647.

5. ASSIGNMENT OF COPYRIGHTS. Assignor does hereby sell, assign, and transfer to the Assignee, its successors and assigns, the entire right, title and interest in and to the copyright in the Works and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Works, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.

6. ASSIGNMENT OF ALL OTHER INTELLECTUAL PROPERTY. Assignor hereby transfers, grants, conveys, assigns, and relinquishes exclusively to Assignee all of Assignor's right, title, and interest in and to all of its United States and foreign trademarks, service marks and trade names in the name "Cypress Gardens" or in any name in which the words "Cypress" and "Gardens" appear, regardless of order, and are separated by two or fewer other words ("Intellectual Property"), in perpetuity (or for the longest period of time otherwise permitted by law), including all right, title, interest, and benefit of Assignor in and to all United States and foreign trademarks, service marks, trade names (including, in the case of trademarks, service marks, and trade names, all goodwill appertaining thereto), and all other intellectual property rights owned or claimed by Assignor without limitation.

In furtherance of the covenants contained in this Section 6, Assignor hereby acknowledges that, from this date forward, Assignee has succeeded to all of Assignor's right, title, and standing and interest throughout the world to: (i) receive all rights and benefits, income, royalties, damages and payments for past, present and future infringements now or hereafter due pertaining to the Intellectual Property; (ii) institute and prosecute all suits and proceedings and take all actions that Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all of the Intellectual Property; and (iii) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all such other acts and things in relation thereto as the Assignee, in its sole discretion, deems advisable.

7. AMENDMENTS. This Assignment may be amended only by a writing signed by each of the parties hereto.

8. BINDING AGREEMENT. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors or assigns.

9. GOVERNING LAW. This Assignment shall be interpreted in accordance with the laws of the State of Florida.

10. INDEMNIFICATION. Assignor does hereby agree to indemnify, defend and hold harmless Assignee from any claims, damage or action arising out of or incidental to this Assignment or the title to or the right to convey and/or possess and/or use the subject Intellectual Property.

11. FURTHER ASSURANCES. Assignor agrees to execute and deliver to the Assignee at its request all papers, documents, instruments and assignments and to further perform any other reasonable acts that Assignee may require to fully vest all title, rights and interest to the Marks, the Works, and the Intellectual Property rights in Assignee and further provide evidence in support of the assignment of all such rights in the event that such evidence or further documents is deemed necessary to protect or enforce its rights in such property.

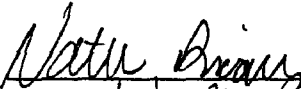
12. COUNTERPARTS. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original.


DATED this 30th day of December, 2003.

ASSIGNOR:

Witnesses:

FLORIDA CYPRESS GARDENS, INC., a Florida corporation


Print: Natasha Rieger


By: William C. Reynolds
Its: President and CEO


Print: JOSEPH P. BRANTLEY

NOTARY ACKNOWLEDGMENT ON FOLLOWING PAGE

STATE OF FLORIDA:
COUNTY OF POLK:

The foregoing instrument was acknowledged before me personally on this 30th day of December, 2003, an officer duly authorized in the State and County aforesaid to take acknowledgments, by William C. Reynolds, to me personally known or known to me by evidence of identification of _____ to be the person(s) described in and who executed the foregoing instrument and who did not take an oath.



Cheryl Cohee Andrews

NOTARY PUBLIC

Cheryl Cohee Andrews

(Name of Notary typed, printed or stamped)

ASSIGNEE:

Witnesses:

FIRST GARDENS, L.C., a Florida limited liability company

Natasha Rieger
Print: Natasha Rieger

Dennis D. Brock
By: Dennis D. Brock
Its: Member

Joseph P. Mauldin
Print: JOSEPH P. MAULDIN

STATE OF FLORIDA:
COUNTY OF POLK:

The foregoing instrument was acknowledged before me personally on this 30th day of December, 2003, an officer duly authorized in the State and County aforesaid to take acknowledgments, by Dennis D. Brock, to me personally known or known to me by evidence of identification of FL Lic. # B620-164-52-124-0 to be the person(s) described in and who executed the foregoing instrument and who did not take an oath.



Cheryl Cohee Andrews

NOTARY PUBLIC

Cheryl Cohee Andrews

(Name of Notary typed, printed or stamped)