

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Santa Monica Amusements, LLC		12/29/2010	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
Name:	CNL Income Pacific Park, LLC		
Street Address:	450 South Orange Avenue		
Internal Address:	12th Floor		
City:	Orlando		
State/Country:	FLORIDA		
Postal Code:	32801		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
Property Type	Number	Word Mark	
Registration Number:	3017450	PACIFIC PARK	
Registration Number:	2510397		
Registration Number:	2716376		
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(407)843-4444		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		
ATTORNEY DOCKET NUMBER:	0914625-146226		
NAME OF SUBMITTER:	Chad C. Duberke		

OP \$90.00 3017450

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**TRADEMARK**  
 REEL: 004446 FRAME: 0197

Signature:	/Chad C. Duberke/
Date:	01/04/2011
<b>Total Attachments: 6</b> source=Assignment.Assumption of Intellectual Property.Santa Monica Amusements.CNL Income Pacific Park#page1.tif source=Assignment.Assumption of Intellectual Property.Santa Monica Amusements.CNL Income Pacific Park#page2.tif source=Assignment.Assumption of Intellectual Property.Santa Monica Amusements.CNL Income Pacific Park#page3.tif source=Assignment.Assumption of Intellectual Property.Santa Monica Amusements.CNL Income Pacific Park#page4.tif source=Assignment.Assumption of Intellectual Property.Santa Monica Amusements.CNL Income Pacific Park#page5.tif source=Assignment.Assumption of Intellectual Property.Santa Monica Amusements.CNL Income Pacific Park#page6.tif	

**ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY**

[Pacific Park - Santa Monica, California]

**THIS ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY** (this "**Assignment**") is made and entered into as of the 24<sup>th</sup> day of December, 2010 (the "**Effective Date**"), by and between **SANTA MONICA AMUSEMENTS, LLC**, a California limited liability company ("**Assignor**"), and **CNL INCOME PACIFIC PARK, LLC**, a Delaware limited liability company ("**Assignee**").

**WITNESSETH:**

**WHEREAS**, Assignor, as seller, and CNL Income Partners, LP, a Delaware limited partnership and affiliate of Assignee (the "**Purchaser**"), are parties to that certain Asset Purchase Agreement dated as of October 19, 2010, as amended by that certain First Amendment to Asset Purchase Agreement dated as of November 23, 2010, as further amended by that certain Second Amendment to Asset Purchase Agreement dated as of November 30, 2010 (collectively, the "**Purchase Agreement**");

**WHEREAS**, pursuant to the Purchase Agreement, Assignor, as seller, has agreed to sell, assign, transfer and convey to Purchaser, or its designated subsidiaries, the Buyer Assets;

**WHEREAS**, certain of Purchaser's rights under the Purchase Agreement relating to that certain amusement park commonly known as Pacific Park (hereinafter referred to as the "**Subject Property**") have been assigned to Assignee by that certain Partial Assignment and Assumption of Asset Purchase Agreement by and between Purchaser and Assignee, of even date herewith, as contemplated by Section 10.2 of the Purchase Agreement; and

**WHEREAS**, in connection with the sale and purchase of the Buyer Assets, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to the Buyer Assets consisting of Intellectual Property, including, without limitation, the Intellectual Property listed on EXHIBIT A attached hereto (the "**Intellectual Property**"). 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. **Capitalized Terms.** Unless otherwise defined herein, all capitalized terms used in this Assignment shall have the meaning given to such term in the Purchase Agreement.
2. **Assignment.** Assignor hereby assigns, transfers, and conveys to Assignee, effective as of the Effective Date, any and all of the right, title and interest Assignor may have in and to the Intellectual Property.

3. **Representations and Warranties.** Assignor makes no representations or warranties to Assignee with respect to the Intellectual Property other than those specifically set forth in the Purchase Agreement. This Assignment is subject to the representations, warranties, indemnities and other provisions of the Purchase Agreement, all of which are incorporated herein.

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.** A party hereto may deliver executed signature pages to this Assignment by facsimile or other electronic transmission to the other party hereto, which facsimile or electronic copy shall be deemed to be an original executed signature page. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one agreement with the same effect as if the parties hereto had signed the same signature page.

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

7. **Governing Law.** This agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of California.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;**

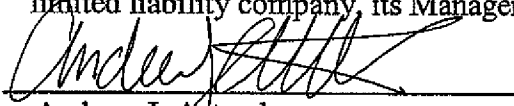
**SIGNATURES APPEAR ON FOLLOWING PAGE]**

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

**ASSIGNOR:**

**SANTA MONICA AMUSEMENTS, LLC**,  
a California limited company, as assignor

By: SMA Holdings, LLC, a California  
limited liability company, its Manager

By:   
Name: Andrew J. Astrachan  
Title: Manager

**ASSIGNEE:**

**CNL INCOME PACIFIC PARK, LLC, a**  
Delaware limited liability company



By:   
Name: Kay S. Redlich  
Title: Senior Vice President

## EXHIBIT A

All Buyer Assets that fall within the following categories (which shall be deemed to include the items listed on Schedule 1 attached hereto and incorporated herein by this reference): (1) all registered trademarks and service marks and applications therefor throughout the world, and any other unregistered trademarks, service marks, trade names and user names throughout the world; (2) all copyright registrations and applications therefor throughout the world, and any other unregistered copyrights; (3) all designs, drawings, specification sheets, schematics, test data, technical literature, know-how, trade secrets and technical data; (4) to the extent not listed in the foregoing, any other item listed on Schedule 1; (5) all customer lists, manuals, engineering data, procedures, systems, computer programs, models, drawings, blueprints, plans, design specifications, equipment lists, parts lists, descriptions, data, art work and advertising material; and (6) any books, records and files.

Notwithstanding the foregoing, the "Intellectual Property" shall not include any Excluded Assets or Tenant Assets.

**SCHEDULE 1**

Item	Description	Registration Office	Registration Class
Service Mark Registration No. 3,017,450	Pacific Park	U.S. Patent and Trademark Office, Principal Register	International Class 41, Amusement Park Services
Service Mark Registration No. 2,510,397	Design Only 	U.S. Patent and Trademark Office, Principal Register	International Class 41, Amusement Park Services
Service Mark Registration No. 2,716,376	Design Only 	U.S. Patent and Trademark Office, Principal Register	International Class 35, Retail store services on-line, catalog and mail order services all featuring general merchandise, souvenirs, consumer products and gifts.
Service Mark Registration No. 59,489	PIRATES PIER	California Secretary of State	International Class 41, Golf course Services
Service Mark Registration No. 59,385	PACIFIC PARK	California Secretary of State	International Class 41, Amusement Park Services

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Assignment of Intellectual Property  
Pacific Park