

6.13.01

06-19-2001

Form PTO-1595

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings $\Rightarrow \Rightarrow \Rightarrow$ ▼

101753869

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):

Hopkins Rides, Inc.

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: May 25, 2001

2. Name and address of receiving party(ies)

Name: Gaston Reverchon Industries, S.A.

Internal Address: _____

Street Address: 18 Avenue des Champs Elysees

City: Paris, France State: _____ Zip: 75008

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

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

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

A. Patent Application No.(s)

B. Patent No.(s) 5,299,964
6,006,672Additional numbers attached? ☐ Yes ☒ No

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

Name: Connie L. Rakowsky, Esquire

Internal Address: Orr & Reno, P.A.

Street Address: One Eagle Square

P. O. Box 3550

City: Concord State: NH Zip: 03302-3550

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41).....\$ 80.00

☒ 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.*Jennifer P. Hopkins, Esquire
Name of Person Signing
SignatureJune 12, 2001
Date

Total number of pages including cover sheet, attachments, and documents: 18

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

06/18/2001 TDIAZ1 00000113 5299964

01 FC:581

80.00 OP

PATENT
REEL: 011887 FRAME: 0486

SECURITY AGREEMENT

This SECURITY AGREEMENT (this "Agreement") is made and entered into this 25th day of May, 2001, by and between **Hopkins Rides, Inc.**, a New Hampshire corporation, with a place of business and mailing address at Two Whitney Road, Suite #2, Concord, New Hampshire 03301 (the "Debtor") and **Gaston Reverchon Industries S.A.**, with a place of business at 18 avenue des Champs Elysees, 75008 Paris, France (hereinafter referred to as the "Secured Party").

1. Definitions.

1.1 "Business Premises" shall mean Debtor's place of business located at Two Whitney Road, Suite #2, Concord, New Hampshire.

1.2 "Collateral" shall mean any and all personal property, rights or choses in action now owned or hereafter acquired by Debtor in which Secured Party has, by this Agreement, acquired a security interest, more specifically to include:

(a) all Patents, Drawings, Plans and Designs of amusement rides prepared by or owned, licensed, or used by Debtor at any time, whether or not contained on or in computer/s and computer program/s and the patents and licenses thereof listed on Schedule 1.1(b);

(b) all general intangibles to include all technology, know-how and equipment used for the planning and design of amusement rides, all transferable licenses and all computer programs and software containing the foregoing together with all source codes therefor, listed on Schedule 1.1(c);

(c) all the equipment listed on Schedule 1.1(d); and

(d) all customer lists, customer files and records, sales records, reports and analysis in whatever form used by Debtor in the sale and distribution of amusement rides;

(e) the license to use the name "Hopkins" given to Hopkins Rides, Inc.

(all of the aforementioned in this indented paragraph hereinafter collectively called the "Collateral").

1.3 "Obligation(s)" shall mean (a) the due and punctual payment of all amounts due or to become due by the Debtor to the Secured Party with respect to a Line of Credit Demand Promissory Note in the amount of up to €1,000,000.00 (One Million Euros) executed by the Debtor on May 25, 2001; (b) the performance of all obligations of Debtor under this Agreement and under all other Security Documents; (c) all amendments, extensions, modifications, renewals, restatements, substitutions or replacements to any of the foregoing; (d) all Secured Party Expenses; (e) payment of any and all other obligations, liabilities and indebtedness of Debtor to Secured Party of every kind and description, direct or indirect, absolute or contingent, primary or secondary, due or to become

due, now existing or hereafter arising, whether or not such obligations are related to the transactions described in this Agreement, by class or kind, or whether or not contemplated by the parties at the time of granting the security interests established hereby, regardless of how they arise or by what agreement or instrument they may be evidenced, or whether or not evidenced by any agreement or instrument, including, without limitation, obligations to perform acts and refrain from taking action.

1.4 "Proceeds" shall mean any and all proceeds and products of Collateral and all additions and accessions thereto, all replacements and substitutions thereof, insurance and condemnation proceeds thereof, and documents covering Collateral; any and all property received in whole or in part in trade or exchange for Collateral; all claims against third parties arising out of damage, destruction or decrease in value of the Collateral; all leases of Collateral; and all rents, revenues, issues, profits, and proceeds arising from the sale, lease, license, encumbrance, collection, or any other temporary or permanent disposition of Collateral described or referred to herein, or any interest therein, and proceeds of proceeds.

1.5 "Purchase and Sale Agreement" shall mean that certain Purchase and Sale Agreement between Debtor and Secured Party dated May 16, 2001.

1.6 "Secured Party Expenses" shall mean (a) all costs or expenses (including, without limitation, taxes and insurance premiums) required to be paid by Debtor under this Agreement or under any of the other Security Documents that are paid or advanced by Secured Party; (b) filing, recording, publication, and search fees paid or incurred by Secured Party in connection with Secured Party's transactions with Debtor; (c) costs and expenses incurred by Secured Party to correct any default or enforce any provision of the Security Documents or in gaining possession of, maintaining, handling, preserving, storing, shipping, selling, and preparing for sale and/or advertising to sell the Collateral, whether or not a sale is consummated; (d) costs and expenses incurred by Secured Party in enforcing or defending the Security Documents or any portion thereof; and (e) Secured Party's reasonable attorney fees and expenses incurred (after execution of this Agreement) in advising Secured Party with respect to, or in structuring, drafting, reviewing, negotiating, amending, terminating, enforcing, defending, or otherwise concerning, the Security Documents or any portion thereof. Irrespective of whether suit is brought, all Secured Party Expenses shall, after an Event of Default, bear interest at a default interest rate equal to the "Prime Rate" published in the Wall Street Journal, plus one percent (1 %).

1.7 "Security Documents" shall mean this Agreement and any other agreement or instrument entered into between Debtor and Secured Party or executed by Debtor and delivered to Secured Party in connection with this Agreement.

1.9 "Permitted liens" shall refer to any lien now or in the future given by the Debtor to its primary lender(s) or other institutional lender(s).

2. **Grant of Security Interest.** In consideration of Secured Party's granting of

credit to Debtor, either in the past, concurrently herewith, or in the future, and in order to secure prompt payment and performance of all Obligations of Debtor to Secured Party, Debtor hereby grants to Secured Party a continuing security interest in the following property of Debtor (the "Collateral"), whether now owned or existing or hereafter acquired or arising and regardless of where located, but subject always to Permitted Liens. This security interest shall attach to all Collateral, and proceeds thereof, without further act on the part of Secured Party or Debtor.

3. Debtor's Covenants. Debtor hereby warrants, covenants and agrees as follows:

3.1 The Collateral is or will be used primarily in Debtor's business as aforesaid, and Debtor will use it for no other purpose.

3.2 Debtor has good and marketable title to the Collateral and has full power and authority to subject the Collateral to the security interest hereunder, subject always to Permitted Liens. The security interest created hereunder is and will remain a valid and enforceable lien on the Collateral, including any additions and replacements thereto.

3.3 Debtor's principal place of business is the Business Premises stated in Section 1.1 of this Security Agreement and its records concerning the Collateral are kept and will be kept at its Business Premises. Debtor will promptly notify Secured Party in writing of any change in the location of its Business Premises or the location of the Collateral.

3.4 At all times, Debtor will maintain the Collateral, at Debtor's own cost and expense, in good repair and condition (subject to reasonable wear and tear), and available for inspection by Secured Party at all reasonable times and will use it only as permitted by insurance policies described hereinafter.

3.5 At all times Debtor will keep the Collateral adequately insured against loss by fire, including extended coverage, theft and other hazards as Secured Party may require. All such policies shall be in such form and amounts and with such companies as Secured Party may approve and shall contain standard secured party clauses in favor of Secured Party, and such policies or certificates evidencing the same shall be deposited with Secured Party. If Debtor fails to effect and keep in force such insurance or fails to pay the premiums thereon, Secured Party may do so for Debtor's account, adding the cost thereof to the Obligations secured hereby. Debtor shall give immediate written notice to Secured Party and to insurers of loss or damage to the Collateral and shall promptly file proofs of loss with insurers.

3.6 Debtor will pay, when due, all taxes, assessments and license fees relating to the Collateral and shall maintain the Collateral in good repair, subject to reasonable wear and tear.

3.7 Debtor will not voluntarily, involuntarily or by operation of law, sell, assign, transfer or otherwise dispose of the Collateral or permit any of the foregoing to occur and will not otherwise do or permit anything to be done or occur that may impair the Collateral as

security hereunder, without the written consent of Secured Party; provided, however, that Debtor shall be permitted to sell the Collateral in the regular course of business on the condition that the proceeds from said sale shall remain identifiable.

3.8 Debtor will defend any proceeding which may affect title to or Secured Party's security interest in the Collateral and shall indemnify Secured Party against any loss or expense resulting therefrom.

3.9 Debtor shall keep accurate and complete records listing and describing the Collateral, and when requested by Secured Party, Debtor shall give Secured Party a certificate providing such information as Secured Party may reasonably request. Secured Party shall have the right at any time to inspect the Collateral and to audit and make copies of any records or other writings, which relate to the Collateral.

3.10 Debtor shall advise Secured Party promptly, in reasonable detail, (a) of any lien, security interest, encumbrance, or claim made or asserted against any of the Collateral to be senior to that of Secured Party; (b) of any holder of a junior lien, security interest, encumbrance or claim asserting to sell, foreclose or otherwise dispose of the Collateral (c) of any material change, substantial loss or depreciation of Collateral; and (d) of the occurrence of any other material adverse effect on the aggregate value or collectability of the Collateral or the security interest created therein.

3.11 Debtor will, in addition to the foregoing, do all such other acts and things as Secured Party may from time to time reasonably request as necessary to establish and maintain a perfected security interest in the Collateral; and Debtor will pay the cost of filing financing statements or other documents in all public offices whenever it is deemed by Secured Party to be necessary or desirable.

4. Default and Remedies.

4.1 Debtor shall be in default under this Security Agreement upon the occurrence of any of the following events or conditions:

a. Failure to Pay Obligations. Default (or breach) in the payment or performance, when payable or due, of any of the Obligations, covenants or agreements of Debtor contained herein, referred to herein, or of any document or instrument between Debtor and Secured Party;

b. Default to Third-Party Creditors. The occurrence of any event such that any material indebtedness of Debtor to any lender other than Secured Party could be accelerated, notwithstanding that such acceleration has not taken place;

c. Failure to Pay Debts Generally. If Debtor is generally not paying its debts as they become due;

d. Tax Lien. A filing against or relating to Debtor of (i) a federal tax lien in favor of the United States of America or any political subdivision of the United States of America, or (ii) a state tax lien in favor of any state of the United States of America or any political subdivision of any such state, which is not dismissed within thirty (30) days of the filing date thereof;

e. Court Order. The entry of any court order which enjoins, restrains or in any way prevents Debtor from conducting all or any part of its business affairs in the ordinary course of business;

f. Repossession of Collateral. Any act by, or against, or relating to Debtor or its assets pursuant to which any creditor of Debtor seeks to reclaim or repossess or reclaims or repossesses all or a portion of Debtor's assets;

g. Assignment for Benefit of Creditors; Voluntary Bankruptcy. If Debtor makes an assignment for the benefit of creditors, or institutes any proceeding seeking relief on its behalf as debtor or to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment or composition of it or its debts under any law of the United States, or any state, relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property, or consents by answer or otherwise to the institution of any such proceeding against it;

h. Involuntary Bankruptcy. If any proceeding is instituted against Debtor seeking to have an order for relief entered against it as debtor or to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment or composition of it or its debts under any law of the United States, or any state, relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property, which either (i) results, without the consent or acquiescence of Debtor in any such entry of an order for relief, adjudication of bankruptcy or insolvency or issuance or entry of any other order having a similar effect, or (ii) is not dismissed within thirty (30) days of the date any such order or adjudication is entered;

i. Sale, Disposition or Encumbrance of Collateral. The sale, transfer, encumbrance, conveyance or other disposition of any Collateral, however occurring, without the prior written consent of Secured Party, except as otherwise permitted under this Agreement;

j. Dissolution of Entity. The liquidation, termination, dissolution of Debtor or its ceasing to carry on actively its present business;

k. Defective Collateralization. If this Agreement shall, at any time after its execution and delivery and for any reason, cease (i) to create a valid and perfected

security interest, in the manner required under the terms of this Agreement, in and to the property purported to be subject to this Agreement; or (ii) to be in full force and effect or shall be declared null and void, or the validity or enforceability hereof shall be contested by Debtor;

l. Repossession of Collateral. Any act by or against, or relating to Debtor or its assets pursuant to which any creditor of Debtor seeks to reclaim or repossess or reclaims or repossesses all or a portion of Debtor's assets;

m. Uninsured Loss. Loss, theft, substantial damage or destruction of the Collateral not covered by insurance; and

4.2 Upon such default Secured Party may, at its option, declare the Obligations secured hereby immediately due and payable and shall have all of the remedies of a Secured Party under the Uniform Commercial Code of New Hampshire (RSA 382-A), including but not limited to, the right and power to sell at public or private sale, or otherwise dispose of, the Collateral, or any part thereof, and for that purpose may take immediate and exclusive possession of the Collateral, or any part thereof, and with or without judicial process, enter upon any premises on which the Collateral, or any part thereof, may be situated and remove the same therefrom without being deemed guilty of trespass and without liability for damages thereby occasioned, or at Secured Party's option Debtor shall assemble the Collateral and make it available to Secured Party at the place and at the time designated in the demand.

4.3 Upon such default, Secured Party shall be entitled to hold, maintain, preserve and prepare the Collateral for sale. Secured Party, without removal, may render the Collateral unusable and dispose of the Collateral on Debtor's premises. Debtor agrees that notice of any sale or other disposition of the Collateral if mailed, postage prepaid, to Debtor at the above address at least seven (7) days before the time of the sale or disposition shall be deemed reasonable and shall fully satisfy any requirement for giving of said notice.

4.4 The proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling or the like and the reasonable attorneys' fees and legal expenses incurred by Secured Party, shall be applied in satisfaction of the Obligations secured hereby. Secured Party will account to Debtor for any surplus realized on such disposition and Debtor shall remain liable for any deficiency.

4.5 The remedies of Secured Party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Uniform Commercial Code of New Hampshire shall not be construed as a waiver of any of the other remedies of Secured Party so long as any part of Debtor's Obligations remain unsatisfied.

5. Miscellaneous Terms and Conditions.

5.1 Secured Party's waiver of, or acquiescence in, any default by Debtor, or failure of Secured Party to insist upon strict performance by Debtor of any terms, covenants and

conditions in this Security Agreement, shall not constitute a waiver of any subsequent or other default or failure.

5.2 All notices to be given pursuant to this Security Agreement shall be sufficient if mailed postage prepaid, certified or registered mail, return receipt requested, to the above-described addresses of the parties hereto, or to such other address as a party may request in writing. Any time period provided in the giving of any notice hereunder shall commence upon the date such notice is deposited in the mail.

5.3 If Debtor shall default in the performance of any of the provisions of this Security Agreement or of the Agreement for Sale of Assets, Secured Party may perform same for Debtor's account and any monies expended in so doing shall be chargeable to Debtor and added to the Obligations secured hereby.

5.4 If any term of this Security Agreement, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Security Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Security Agreement shall be valid and enforceable to the fullest extent permitted by law.

5.5 Debtor agrees that financing statements pursuant to the Uniform Commercial Code shall be executed and delivered by it to Secured Party contemporaneously herewith, and Secured Party is authorized to file the same.

5.6 The terms and provisions contained herein shall, unless the context otherwise requires, have the same meaning and be construed as provided in the Uniform Commercial Code of New Hampshire.

5.7 Whenever, pursuant to this Security Agreement, consent by Secured Party is necessary for the taking of any action, such consent shall not be unreasonably withheld.

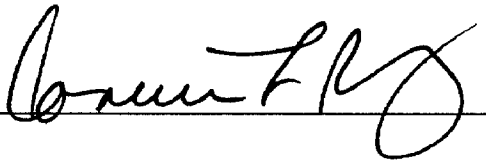
5.8 The terms "Debtor" and "Secured Party" shall be construed to include the successors and assigns thereof. The gender and numbers used in this Security Agreement are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

5.9 This Security Agreement may not be amended, modified or changed nor shall any waiver of any provision hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

[Signatures Appear on Next Page.]

IN WITNESS WHEREOF, the undersigned parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers or representatives as of the date first above written.

WITNESS:




DEBTOR:

Hopkins Rides, Inc.

By: 
 Name: J.F. Glover
 Title: President
 Hereunto Duly Authorized

SECURED PARTY:

Gaston Reverchon Industries, S.A.

By: 
 Name: _____
 Title: PRESIDENT
 Hereunto Duly Authorized

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SCHEDULE 1.1(b)

**O.D. HOPKINS ASSOCIATES, INC.
PATENTS AND LICENSES, ETC.**

1. United States Patent Number 6,006,672

Date of Patent: December 28, 1999

Inventors: Don Newfarmer
Jeremy L. Pendleton, Sr.

Assignee: O.D. Hopkins Associates, Incorporated

2. United States Patent Number 5,299,964

Date of Patent: April 5, 1994

Inventors: Ogden D. Hopkins

Assignee: O.D. Hopkins Associates, Inc.

236167

SCHEDULE 1.1 (c)
O.D. HOPKINS ASSOCIATES, INC.
COMPUTER EQUIPMENT

DESCRIPTION	ACQUIRED	COST	BOOK VALUE 10/31/00	MARKET VALUE 12/31/00
Computer 486-DX2-66	05/20/94	\$2,550.00	\$0.00	\$255.00
Computer 486-DX2-66	05/20/94	\$2,550.00	\$0.00	\$255.00
Computer 486-DX2-66	06/16/94	\$2,450.00	\$0.00	\$245.00
Computer 486-DX2-33 Laptop	06/16/94	\$1,475.00	\$0.00	\$147.00
Alps Laser Printer	08/27/94	\$1,500.00	\$0.00	\$300.00
Computer- 486-DX2-66	11/01/94	\$2,112.00	\$0.00	\$422.00
Computer- 486-DX2-66	11/01/94	\$2,112.00	\$0.00	\$422.00
Computer- 486-DX2-66	12/02/94	\$2,882.00	\$0.00	\$576.00
Computer- 486-DX2-66	12/02/94	\$2,882.00	\$0.00	\$576.00
Computer- 486-DX2-66	12/06/94	\$2,164.00	\$0.00	\$432.00
Computer- 486-DX2-66	12/06/94	\$2,164.00	\$0.00	\$432.00
16MB/72 Pin Chip in File Server	01/16/95	\$800.00	\$0.00	\$200.00
2GB SCSI-2 HD in File Server	01/16/95	\$1,150.00	\$0.00	\$230.00
Novell 4.1/50 Upgrade/Inst	01/16/95	\$3,150.00	\$0.00	\$630.00
Backup Unit, 2GB/Software/Tapes	01/16/95	\$2,909.00	\$0.00	\$875.00
486DX2-66 System,17" Monitor	01/30/95	\$2,140.00	\$0.00	\$642.00
Computer Designmate A-E1 M	02/23/95	\$2,008.00	\$0.00	\$600.00
Notebook Computer	04/17/95	\$1,850.00	\$30.83	\$460.00
AutoCAD Design Software	04/28/95	\$1,200.00	\$20.00	\$360.00
Computer Equipment- Betsy	08/28/95	\$1,142.00	\$19.17	\$651.00
TI Laptop Computr-Mktg- JFG	06/26/96	\$2,485.00	\$330.83	\$745.00
486 DX4 Pentium/Graphics/CAD	08/07/96	\$1,060.00	\$141.33	\$318.00
Compaq Laptop Cptr-Mktg-JLP	02/07/97	\$1,317.00	\$176.83	\$525.00
Compaq Armada Laptop, Case	04/21/97	\$1,161.00	\$32.17	\$465.00
133 Pentium	05/23/97	\$1,255.00	\$35.00	\$502.00
133 Pentium & RAM & Monitor	06/04/97	\$1,734.00	\$48.17	\$694.00
133 Pentium & RAM & Monitor	06/04/97	\$1,734.00	\$48.17	\$694.00
133 Pentium&RAM&Mntr-John P	07/02/97	\$1,779.00	\$49.33	\$712.00
133 Pentium & RAM & Monitor	07/30/97	\$1,704.00	\$47.33	\$680.00
Compt-Trigem 466 P166-BPS	08/15/97	\$813.00	\$22.50	\$325.00
Monitor-14in/.28digitalBPS	08/15/97	\$187.00	\$5.33	\$50.00
Computr-Trigem 486 P166	08/15/97	\$813.00	\$22.50	\$325.00
Monitor-14in/.28digital	08/15/97	\$187.00	\$5.33	\$50.00
Computer-Trigem 466 P166	08/15/97	\$813.00	\$22.50	\$325.00
Monitor-14in/ .28digital	08/15/97	\$187.00	\$5.33	\$50.00
Computer-Trigem 466 P166	08/15/97	\$813.00	\$22.50	\$325.00
Monitor-14in/ .28 Digital	08/15/97	\$187.00	\$5.33	\$50.00
Computer-Trigem 466 P166	09/25/97	\$1,000.00	\$27.83	\$400.00
Pentium 166MMX System	01/05/98	\$1,757.00	\$48.67	\$878.00

Schedule 1.1 (c)

1

Computer Equipment

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PAGE.02

PATENT
REEL: 011887 FRAME: 0497

DESCRIPTION	ACQUIRED	COST	BOOK VALUE 10/31/00	MARKET VALUE 12/31/00
Various Computer Equipment	01/07/98	\$2,772.00	\$77.00	\$1,386.00
AutoCAD Lt 97	01/08/98	\$394.00	\$11.00	\$197.00
AutoCAD Lt 97	01/08/98	\$394.00	\$11.00	\$197.00
Managewise Software	01/08/98	\$2,109.00	\$58.50	\$1,054.00
Various Computer Equipment	01/08/98	\$6,845.00	\$190.00	\$3,423.00
Various Computer Equipment	01/23/98	\$2,929.00	\$81.50	\$1,465.00
Printer, Laser HP 5SI NX	01/26/98	\$2,880.00	\$80.00	\$1,440.00
HP DesignJet 700 w/Stand	01/29/98	\$3,767.00	\$1,256.50	\$1,883.00
Pentium 166 Computer	02/09/98	\$2,328.00	\$64.67	\$1,630.00
Auto Single Roll LV Printr	02/13/98	\$8,000.00	\$2,666.67	\$5,600.00
12 Network Cards	02/20/98	\$273.00	\$7.50	\$191.00
3 Monitors	02/20/98	\$2,409.00	\$66.83	\$1,686.00
AutoCAD Lt 97 Software	02/20/98	\$1,557.00	\$43.17	\$1,090.00
Various Computer Equipment	03/30/98	\$3,504.00	\$97.33	\$2,453.00
NEC 17" Monitr & IBM E-85 K6-300	07/03/98	\$1,529.98	\$42.48	\$1,071.00
Computer Tosh 335CDS W95 P266X 32/4-A	07/06/98	\$1,899.95	\$53.62	\$1,330.00
Upgrd/DES-MDT 3.0 S/N 110-99775347	08/26/98	\$1,295.00	\$36.00	\$1,036.00
PC Intel PII 266 MHz System w/32x CDROM	10/09/98	\$1,924.00	\$641.17	\$1,540.00
PC Intel PII 266 MHz System w/32x CDROM	10/09/98	\$1,924.00	\$1,026.17	\$1,540.00
LaserJet 4000T 17PPM 12000DPI/Pmtr Cble	10/20/98	\$1,275.51	\$33.01	\$1,020.00
Computer P2-266/17" Monitor	10/23/98	\$1,520.00	\$42.17	\$1,216.00
Pentium II 350 System	10/30/98	\$1,328.00	\$36.83	\$1,062.00
Toshiba 4005EDS Notebook & Carry Case	11/10/98	\$1,679.49	\$46.16	\$1,344.00
PRG-SBT-FL	12/04/98	\$3,130.00	\$87.00	\$2,504.00
Pentium II 350 System	12/23/98	\$1,250.00	\$34.67	\$1,000.00
19" Optiquess Monitor	03/05/99	\$530.00	\$117.50	\$477.00
Access Cntrl/Security	03/12/99	\$9,915.00	\$2,203.83	\$8,925.00
HP 2100TN Ntwrk Laser Pmtr/Server	03/15/99	\$1,040.00	\$232.67	\$936.00
Pentium II 350 System	03/15/99	\$1,460.00	\$778.67	\$1,314.00
Pentium II 350 System	03/15/99	\$1,460.00	\$778.67	\$1,314.00
Pentium II 350 System	09/15/99	\$1,350.00	\$750.00	\$1,215.00
Pentium II 450 System (2 Units)	10/18/99	\$2,755.00	\$1,530.56	\$2,480.00
?? Mac-Durgin Printer	11/08/99	\$663.95	\$368.86	\$598.00
PIII 450,128MGB, 32MGB Video, 6.4GGB HD	11/29/99	\$1,110.00	\$616.67	\$999.00
Novell Server	12/01/99	\$15,350.00	\$8,527.78	\$13,815.00
5 Additional Novell User Licenses	12/13/99	\$2,750.00	\$1,527.78	\$2,060.00
PIII 450 Computer System	12/13/99	\$1,160.00	\$644.45	\$1,044.00
LaserJet 2100XI Printer (Betsy's Office)	01/19/00	\$614.42	\$341.35	\$500.00
GoldMine Software	02/01/00	\$2,685.00		\$2,015.00
TOTAL		\$163,936.30	\$26,376.72	\$92,873.00

SCHEDULE 1.1 (d)
O.D. HOPKINS ASSOCIATES, INC.
PRODUCTION MOLDING EQUIPMENT

ALUMINUM CASTING PATTERN EQUIPMENT

located at Hebert Mfg., Laconia, NH

<u>PATTERN NUMBER</u>	<u>DESCRIPTION</u>	<u>LOCATION</u>	<u>VALUE</u>
SDLS-11-12-13-34-A		8A2	Obsolete
14008-71	Coaster Part	2E6	Obsolete
16008-206A	Coaster Part	2F6	Obsolete
16008-209A	Coaster Part	2E6	Obsolete
16008-211A	Coaster Part	2F6	Obsolete
16008-64A	Coaster Part	2E6	Obsolete
16008-65C	Coaster Part	2F6	Obsolete

located at Harris Mfg. Co., Orange, MA

P34008-33A	Wheel Mount - R		\$3,000.00
P34008-34A	Wheel Mount - L		\$3,000.00
P34008-37A	Guide		\$1,150.00
P34008-37B	Guide		\$1,150.00
P34008-24A	Road Wheel		<u>\$1,600.00</u>
		TOTAL	<u>\$9,900.00</u>

MOLDS & TOOLING

located at Plan Tech, Loudon, NH

<u>P/N</u>	<u>CARD #</u>	<u>DESCRIPTION OF TOOLS</u>	<u>VALUE</u>
S11CB122	6335	Guide Wheel	\$850
F34008-203B	20952	Upstop Wheel	\$1,000
F34008-39B	13445	Upstop Wheel	\$1,000
F18009-587A	21072	Road Wheel	\$1,400
F18009-112A	H-19	Guide Wheel	\$900
B18009-528A	14612	Boat Wheel 16" (1-Steel)	\$750
B18009-410A-D	13031	Guide Wheel	\$750
A18009-07A	H-15/5235	Boat Wheel (1/0)	\$400
34008-47A	14082	Front Bumper (1)	\$2,200
34008-40A	13552	Rub Strip (1-Steel)	\$550
34008-27A	13457	Damper (2 - 1 Alum, 1 Urethane)	\$205
34008-15	13459	Road Wheel 10" (1-Alum)	\$1,100
34008-29A	13459	Road Wheel 10"	\$0
18009-119D	H-17	Rear Bumper (1 Cavity)	\$1,200
18009-11A	H-29	16" Rim Tire (1 Cavity)	\$400
16008-216A	H-10	Upstop Wheel (2 Cavity)	\$500
16008-38	H-25	Lug Protector	\$1,500
16008-01B	H-6	Wheel (1-2 Cavity Alum)	\$1,000
16008-01C	H-2	Wheel (2 Cavity)	\$0
14008-326A	18539	Front Bumper (1)	\$3,000
14008-175A	H-18A		\$1,000
14008-173A	5132	Rear Bumper (1 Cavity Silicone Mold)	\$1,050
14008-172A	5129	Front Bumper (1-1 Cavity Alum)	\$1,100
14008-144A	H-18	Rub Strip (1)	\$300
14008-114	H-18	Side Rub Strip (1-Steel)	\$300
14008-101A	H-27A	Bumper-4 Hole (1-1cavity Steel)	\$750
14008-90A	H-14	Boat Bumper (1-1 Cavity Alum)	\$2,000
14008-14C	5298	Bumper-3 Hole (1-1 Cavity Steel)	\$650
14008-03A	H-1	Flume Wheel (2 - 1 Alum, 1 Steel)	\$1,500
14008-00C	H-20	Pawl Bumper (1 - 5 Cavity Steel)	\$500
14008-119D	H-17	(1 Cavity)	\$800
TOTAL			<u>\$28,655</u>

MOLDS & TOOLING

located at Maine Fiberglass Co.

DESCRIPTION

		VALUE
12-Passenger Shoot the Chute Boat Hull Mold	Feb-2000	\$21,390.00
12-Passenger Shoot the Chute Seat & Deck Mold	Feb-2000	\$23,200.00
20-Passenger Shoot the Chute Boat Hull Mold	1992	\$28,000.00
20-Passenger Shoot the Chute Seat & Deck Mold	1998	\$30,000.00
8-Passenger Raft Mold- Bottom Section	Dec-1997	\$7,500.00
8-Passenger Raft Mold - Top Section	Dec-1997	\$6,900.00
Standard 4-Passenger Log Boat Mold #1	1994	\$14,700.00
Standard 4-Passenger Log Boat Mold #2	Sep-1997	\$20,000.00
Total at Maine Fiberglass		\$151,690.00

located at ODHA Plant, Penacook, NH

5-Passenger Space World Flume Boat - Bottom Section	Jan-1999	\$25,000.00
5-Passenger Space World Flume Boat - Top Section	Jan-1999	\$25,000.00
Space World Mini Flume Boat	Feb-1999	\$32,000.00
8-Passenger Super Flume Boat - Bottom Section	Dec-1997	\$30,000.00
8-Passenger Super Flume Log Boat - Top Section	Mar-1998	\$38,250.00
8-Passenger Super Flume Outfitter Boat - Top Section	Dec-1997	\$38,250.00
8-Passenger Super Flume Yue-Mei Boat- Top Section	May-2000	13,750.00
5-Passenger Flume Boat - Parc Asterix	1995	\$21,000.00
5-Passenger Keg Boat	1991	\$12,500.00
20-Passenger Dark Ride Boat - Bottom Section	1994	\$18,000.00
20-Passenger Dark Ride Boat - Top Section	1994	\$28,000.00
One (1) Lot Pipeline Plunge Molds (original cost \$175,000)	1996	\$25,000.00
Rear Bumper Mold # 34008-208A	Nov-2000	\$3,950.00
Total at Penacook, NH		\$310,700.00
Total Value		\$462,390.00

MOLDS & TOOLING

located at Ralph S. Alberts Company

ITEM ID	DESCRIPTION	VALUE
ODHOPK-14008-114A	Flume Rear Back	
ODHOPK-14008-123A	Flume Dash Pad (Short)	
ODHOPK-14008-161A	Flume Dash Pad	
ODHOPK-14008-162A	Flume Short Back	
ODHOPK-14008-163A	Flume Tall Back	
ODHOPK-14008-164A	Flume Seat Bottom	
ODHOPK-14008-179A	Flume Seat Bottom	
ODHOPK-14008-181A	Flume Rear Seat Back	
ODHOPK-14008-182A	Flume Dash Pad	
ODHOPK-14008-23B	Flume "J" Pad	
ODHOPK-14008-27A	Keg Boat Dash Pad	
ODHOPK-14008-27B	Keg Boat Rear Back	
ODHOPK-16008-116	Coaster Seat Back	
ODHOPK-16008-119	Coaster Seat Bottom	
ODHOPK-16008-121A	Coaster Right Side Pad	
ODHOPK-16008-121B	Coaster Left Side Pad	
ODHOPK-16008-127A	Coaster Seat Back Cover	
ODHOPK-16008-12A	Coaster Front Panel	
ODHOPK-16008-12B	Coaster Back	
ODHOPK-16008-12C	Coaster Left Side Panel	
ODHOPK-16008-12D	Coaster Right Side Panel	
ODHOPK-16008-12E	Coaster Seat Bottom	
ODHOPK-16008-167A	Coaster Lap Bar	
ODHOPK-16008-167B	Coaster Lap Bar	
ODHOPK-16008-235	Coaster Edge Pad	
ODHOPK-16008-235A	Coaster Edge Pad	
ODHOPK-16008-235B	Edge Pad Rain Plug	
ODHOPK-16008-343A	Coaster Lap Bar Pad (T-Bar)	
ODHOPK-16008-49A	Coaster Back	
ODHOPK-16008-507A	Shoulder Restraint	
ODHOPK-18009-102A	Shoot the Chute Seat Bottom	
ODHOPK-18009-102B	Shoot the Chute Knee Pad	
ODHOPK-18009-1111	Shoot the Chute Grab Bar Pad	
ODHOPK-18009-264A	Shoot the Chute Lap Bar	
ODHOPK-18009-379B	Shoot the Chute Lap Bar Pad	
ODHOPK-18009-397C	Shoot the Chute Lap Bar Pad	
ODHOPK-18009-449A	Shoot the Chute Knee Pad	

MOLDS & TOOLING

located at Ralph S. Alberts Company

<u>ITEM ID</u>	<u>DESCRIPTION</u>	<u>VALUE</u>
ODHOPK-18009-504B	Shoot the Chute Bar Pad	
ODHOPK-18009-60J	Shoot the Chute Rear Back	
ODHOPK-20008-19A	6 Passenger Rapids Seat	
ODHOPK-20008-19B	6 Passenger Raft Seat Back	
ODHOPK-20008-22A	8 Passenger Raft Seat Bottom	
ODHOPK-20008-41A	8 Passenger Raft Seat Back	
ODHOPK-20008-56A	8 Passenger Raft Seat Bottom	
ODHOPK-20008-59A	Raft Grab Bar Pad	
ODHOPK-22004-21A	Seat Pad	
ODHOPK-22009-20A	Lap Bar Connection Tube	
ODHOPK-22009-20B	Lap Bar Cross Tube	
ODHOPK-28009-25	Shoot the Chute Seat Bottom	
ODHOPK-34008-140A	Super Flume Grab Bar Pad	
ODHOPK-34008-45A	Super Flume Dash Pad	
ODHOPK-34008-45B	Super Flume Dash Pad	
ODHOPK-34008-73A	Plank Style Outer Bumper	
ODHOPK-34008-78A	Super Flume Dash Pad	
ODHOPK-34008-81A	Log Style Outer Bumper	
ODHOPK-34008-82A	Internal Rear Bumper	
ODHOPK-34008-91A	Super Flume Lap Bar Pad	
ODHOPK-F34008-60A	Left Loading Rail	
ODHOPK-F34008-60B	Right Loading Rail	
Total Estimated Value per Ed Alberts on January 9, 2001		\$185,000
Total Estimated Replacement Value per Ed Alberts		\$250,000