

08-14-1998



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100793591

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

1. Name of conveying party(ies):  
**Festival Fun Parks, LLC**  
 104 West Anapamu Street, Suite G  
 Santa Barbara, CA 93103

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

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

2. Name and address of receiving party(ies):  
**Fleet Capital Corporation,**  
 Name: as Agent

Internal Address: \_\_\_\_\_

Street Address: 200 Glastonbury Boulevard

City: Glastonbury State: CT ZIP: 06033

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State RI  
 Other \_\_\_\_\_

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

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: July 29, 1998

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

A. Trademark Application No.(s)  
See Schedule A attached to Trademark Collateral Security Agreement

B. Trademark registration No.(s)  
See Schedule A attached to Trademark Collateral Security Agreement

Additional numbers attached?  Yes  No

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

Name: \_\_\_\_\_

Internal Address: \_\_\_\_\_

**RETURN TO:**  
**Federal Research Corporation**  
**400 Seventh St. N.W., Suite 101**  
**Washington, DC 20004**

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

6. Total number of applications and registrations involved: ..... **5**

7. Total fee (37 CFR 3.41): ..... \$ 140<sup>00</sup>

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*

LOUKIA HARRIS                      Loukia Harris                      August 6, 1998  
 Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments and document: **4**

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

**TRADEMARK COLLATERAL SECURITY AGREEMENT**  
**(SHORT FORM)**

WHEREAS, Festival Fun Parks, LLC, a limited liability company formed under the laws of the State of Delaware ("Company"), having a principal place of business at 104 West Anapamu Street, Suite G, Santa Barbara, CA 93103 has adopted, used and is using the trademarks and service marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Company is obligated to Agent, Co-Documentary Agents and Lenders (each term as hereinafter defined), pursuant to (i) a certain Loan and Security Agreement, dated the date hereof, among Company, FEC Holding Company, Inc., Fleet Capital Corporation ("Fleet"), the various financial institutions named therein or which hereafter become a party thereto (Fleet and such other financial institutions, collectively, "Lenders"), Fleet as administrative and collateral agent for Lenders ("Agent") and PNC Bank, National Association ("PNC") and The Bank of Nova Scotia ("ScotiaBank") as co-documentary agents (PNC and ScotiaBank, in such capacity, "Co-Documentary Agents"), and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof made by Company in favor of Agent for the ratable benefit of Lenders (as each may be amended, supplemented, restated or otherwise modified from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Company is granting to Agent for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, as collateral security for the prompt payment of the Obligors (as defined in the Agreements), Company does hereby grant and convey to Agent for the ratable benefit of Lenders, a security interest in and to the Marks, together with the goodwill of the business to which each of the Marks relates, and registrations and applications therefor, in accordance with the terms and provisions of the Agreements.

Company expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the security interest granted and conveyed hereby are more fully set forth in the Agreements.

Dated as of: July 29, 1998

Witness:

Jeffrey Fried

FESTIVAL FUN PARKS, LLC

By: Mark C. Monaco

Name: Thomas J. Sikorski    Mark C. Monaco  
Title: President                      Vice President

FLEET CAPITAL CORPORATION, as Agent

By: Richard K. Stung

Name: Richard K. Stung  
Title: Senior Vice President

Witness:

Jeffrey Fried

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated July 29, 1998, by and between FESTIVAL FUN PARKS, LLC and FLEET CAPITAL CORPORATION, as Agent.

I. U.S. Federal Applications

<u>Mark</u>	<u>Serial</u>	<u>Date Filed</u>
BULLWINKLE'S FAMILY FOOD N' FUN and Design <sup>1</sup>	74-421,486	08/04/93
BULLWINKLE'S <sup>2</sup>	74-421,561	08/04/93
KIDOPOLIS	75-099,200	05/06/96
HUIISH FAMILY FUN CENTERS	75-099,205	05/06/96
FAMILY FUN CENTER and Design	75-102,605	05/10/96

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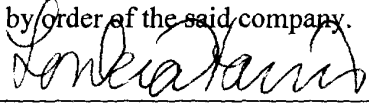
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<sup>1</sup> This application is subject to an "opposition" proceeding before the U.S. Patent and Trademark Office commenced by Ward Productions, Inc., on June 21, 1994, citing conflict with Ward's registration for the mark "BULLWINKLE". The opposition proceeding is part of a broader dispute between MCA/Universal and the Borrower regarding the scope of the Borrower's rights in "BULLWINKLE" and other marks under the License Agreement dated January 3, 1980 between Filmtel International Corp. and David L. Brown, III.

<sup>2</sup> This application is subject to an "opposition" proceeding before the U.S. Patent and Trademark Office commenced by Ward Productions, Inc., on October 3, 1994, citing conflict with Ward's registration for the mark "THE ADVENTURES OF ROCKY AND BULLWINKLE AND FRIENDS". (See Note (1) above for disclosure as to broader dispute).

STATE OF NEW YORK )  
 ): ss.:  
COUNTY OF NEW YORK )

On this 27th day of July, 1998, before me personally came Mark C. Monaco, to me known, who, being by me duly sworn, did depose and say that he is Vice President of Festival Fun Parks, LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the said company.

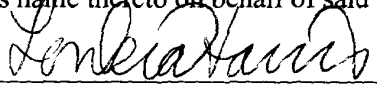


Notary Public

**LOUKIA HARRIS**  
Notary Public of New York  
No. 01HA4995575  
Qualified in Nassau County  
Commission Expires April 27, 2000

STATE OF NEW YORK )  
 ): ss.:  
COUNTY OF NEW YORK )

On this 27th day of July, 1998, before me personally came Richard K. Stang, to me known, who, being by me duly sworn, did depose and say that he is Senior Vice President of Fleet Capital Corporation, the corporation described in and which executed the foregoing instrument; and that he was authorized to sign his name thereto on behalf of said corporation.



Notary Public

**LOUKIA HARRIS**  
Notary Public of New York  
No. 01HA4995575  
Qualified in Nassau County  
Commission Expires April 27, 2000