

REC'D  
MHE  
9-18-98  
TF

09-23-1998



100836132

Tab settings => => =>

To the Honorable Commissioner of Patents and Trademarks, U.S. Department of Commerce  
J 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):

Name: Fleet Capital Corporation, 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 Security Agreement

Additional numbers attached?  Yes  No

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

Name: Federal Research Corp.

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

Street Address: 400 Seventh St NW  
Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: ..... 2

7. Total fee (37 CFR 3.41): ..... \$ 165<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)

09/18/1998 JSH/RLZ/000017E 196150E

01 FC:481                      40.00 DP  
 02 FC:482                      25.00 DP

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                      [Signature]                      September 14, 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

## 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 Registrations

| <u>Mark</u>                                     | <u>Registration No.<br/>or Application No.</u> | <u>Registration or<br/>Filing Date</u> |
|---|--|--|
| BOOMER'S FAMILY RECREATION<br>CENTER and Design | 1,961,502                                      | 03/12/96                               |
| BOOMER'S FAMILY RECREATION<br>CENTER            | 1,961,506                                      | 03/12/96                               |

**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 Freed

FESTIVAL FUN PARKS, LLC

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

Witness:

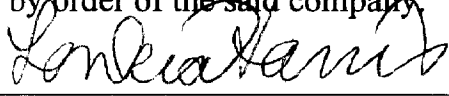
Jeffrey Freed

FLEET CAPITAL CORPORATION, as Agent

By: Richard K. Stang  
Name: Richard K. Stang  
Title: Senior Vice President

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

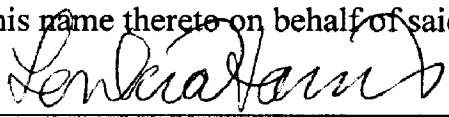
On this 27th day of July, 1998, before me personally came Mark C. Monaco, to me known, who, being by me duly sworn, did depose and say that he is Vice President of Festival Fun Parks, LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name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

  
\_\_\_\_\_  
Notary Public

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

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

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