

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name
 Address (line 1)
 Address (line 2)
 Address (line 3)
 Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number
 (617) 570-1292

Name: Miriam J. Rovner, Senior Legal Assistant
 Address (line 1): Goodwin Procter LLP
 Address (line 2): Exchange Place
 Address (line 3): 53 State Street
 Address (line 4): Boston, MA 02109-2881

Page Enter the total number of pages of the attached conveyance document including any attachments.

17

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

See attached schedule

Trademark Registration Number(s)

See attached schedule

Number of Properties

Enter the total number of properties involved

21

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 565.00

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 07-1700

Authorization to charge additional fees: Yes No

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. Charges to deposit accounts are authorized as indicated herein.

Matthew L. Daniel
 Name and Person Signing

Matthew L. Daniel
 Signature

4/25/01
 Date Signed

JEEPERS, INC.

Schedule of Trademarks

MARK	SERIAL NO./ REGISTRATION NO.	FILING DATE/ REGISTRATION DATE
JJ	75/245556	February 21, 1997
JUNGLE JIM'S PLAYLAND	1522961	January 31, 1989
JUNGLE JIM'S PLAYLAND	1522963	January 31, 1989
JUNGLE PLAY	1618042	October 16, 1990
JEEPERS!	1680740	March 24, 1992
MISCELLANEOUS DESIGN	1728327	October 27, 1992
JEEPERS!	2059839	May 6, 1997
JEEPERS!	2062007	May 13, 1997
JEEPERS!	2062008	May 13, 1997
JEEPERS!	2062298	May 13, 1997
JEEPERS! FOOD, FUN AND A MONKEY	2062299	May 13, 1997
JEEPERS!	2062300	May 13, 1997
JEEPERS!	2070407	June 10, 1997
JEEPERS JR! FOOD, FUN AND A MONKEY	2122388	December 16, 1997
JEEPERS JR.	2124386	December 23, 1997
TRISH TINY RHINO DINER	2147226	March 31, 1998
MISCELLANEOUS DESIGN	2163302	June 9, 1998
KRONKLE	2197142	October 20, 1998
TRISH	2197146	October 20, 1998
MISCELLANEOUS DESIGN	2210039	December 15, 1998
MISCELLANEOUS DESIGN	2212146	December 22, 1998

LIBC/1144106.2

**IMPERIAL BANK
Member FDIC**

ASSIGNMENT AND ACCEPTANCE AGREEMENT

THIS ASSIGNMENT AND ACCEPTANCE AGREEMENT ("**this Agreement**") is made on and as of February 22, 2001 by and among: (A) **GLOBAL ENTERTAINMENT VENTURES, LLC** (together with its successors in title and assigns, "**Assignee**"); (B) **JEEPERS! INC.**, a Delaware corporation (together with its successors in title and assigns, "**Borrower**"); (C) the subsidiaries of the Borrower listed on the signature pages hereto as "**Guarantors**" (collectively, together with their respective predecessors in title and interest and successors in title and assigns, "**Guarantors**"); and (D) **IMPERIAL BANK**, a California banking corporation (together with its successors in title and assigns, "**Assignor**"), in order to effect the sale and assignment by the Assignor, and the purchase and acceptance by the Assignee, on and as of the Closing Date defined below, of all of the Assignor's rights, title and interests under the Loan Agreement (as defined below) and the other "Loan Documents" (which definition does not include the "Cash Management Agreements", as defined below), all of the Collateral and all of the Obligations of the Debtors.


RECITALS

Reference is made to the Loan Agreement, dated as of June 12, 1998 (as amended, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), between the Borrower and the Assignor. Pursuant to the Loan Agreement, the Assignor has made Revolving Loans to the Borrower.

Upon the terms contained in the Guaranty Agreement, each of the Guarantors has absolutely, unconditionally and irrevocably, and jointly and severally, guaranteed to the Assignor the due and punctual payment in full of all of the Obligations of the Borrower and the other Debtors to the Assignor under (among other things) the Loan Agreement, the Revolving Note and the other Loan Documents.

The Assignor has agreed to sell and assign to the Assignee all of the Assigned Interests (as defined below), and the Assignee has agreed to purchase and accept from the Assignor all of the Assigned Interests, all upon the terms and subject to the conditions contained in this Agreement.

Accordingly, the parties hereto hereby agree as follows:



ARTICLE I

DEFINED TERMS

All of the words and expressions used herein which are not defined herein, but which are defined in or by reference in the Loan Agreement, shall have the same respective meanings herein as the meanings specified in the Loan Agreement.

The following terms shall have the following meanings:

"ACH Termination Agreement" is defined in Section 5.3(b).

"Accounts" and **"Account Transactions"** are defined in Section 5.3(b).

"Assigned Interests" means, collectively, all of the rights, title and interests of the Assignor of every kind and description, whether now existing or from time to time hereafter arising, under or in respect of (a) any and all Revolving Loans and other credit extensions made by the Assignor to the Borrower or to any of the other Debtors from time to time on or prior to the Closing Date, (b) the Loan Agreement, the Revolving Note, the Security Agreement and the other Loan Documents, (c) any and all of the Collateral, (d) any and all other instruments governing, evidencing, guarantying or securing any of the indebtedness or other obligations or liabilities of the Borrower or of any of the other Debtors to the Assignor under or in respect of (i) any and all Revolving Loans and other credit extensions referred to in clause (a) of this definition, or (ii) any of the Loan Documents identified in clause (b) of this definition, and (e) any and all of the Obligations. The parties hereto hereby agree that the term **"Assigned Interests"**, as used herein, shall not mean or include any of the rights, title or interests of the Assignor under or in respect of any of the Accounts, Account Transactions, Cash Management Agreements, ACH Termination Agreement or Surviving Debtor Obligations.

"Cash Management Agreement" is defined in Section 5.3(a).

"Closing Date" means February 22, 2001.

"Collateral" is defined in the Loan Agreement. The parties hereto hereby agree that the term **"Collateral"**, as used herein, shall not mean or include any collateral for any of the obligations of the Debtors under the Cash Management Agreements or the ACH Termination Agreement.

"Effective Time" is defined in Section 2.1(b).

"Debtors" means, collectively, the Borrower and the Guarantors; and **"Debtor"** means any one of the Debtors.

"Loan Documents" is defined in the Loan Agreement. The parties hereto hereby agree that the term **"Loan Documents"**, as used herein, shall

not mean or include any of the Cash Management Agreements or the ACH Termination Agreement.

"Obligations" means, collectively, all of the indebtedness and other claims, obligations and liabilities existing on the date of this Agreement or arising from time to time thereafter, whether direct or indirect, joint or several, actual, absolute or contingent, matured or unmatured, liquidated or unliquidated, secured or unsecured, arising by contract, operation of law or otherwise, whether for principal, interest, fees or other sums, of the Borrower or of each or any of the other Debtors to the Assignor (a) in respect of each or any of the Revolving Loans or other credit extensions made to the Borrower or to any of the other Debtors by the Assignor pursuant to the Loan Agreement, or (b) under or in respect of any one or more of the Loan Documents or the Collateral. The parties hereto hereby agree that the term **"Obligations"**, as used herein, shall not mean or include any of the Surviving Debtor Obligations now existing or hereafter arising.

"Purchase Price" means the cash sum of One Million Dollars (\$1,000,000).

"Surviving Debtor Obligations", **"Surviving Assignor Obligations"** and **"Surviving Obligations"** are defined in Section 5.3(b).

ARTICLE II

ASSIGNMENT AND ACCEPTANCE

Section 2.1. Assignment and Acceptance.

(a) The Assignee agrees with the Assignor that, upon the terms specified in this Article II and otherwise in this Agreement, the Assignee shall, on the Closing Date and as of the Effective Time, (a) purchase, accept and acquire from the Assignor all of the Assigned Interests, and (b) assume all (if any) of the commitments, duties and responsibilities of the Assignor as "Bank" arising under the Loan Documents from and after (but not before) the Effective Time (such purchase, acceptance, acquisition and assumption being herein called, collectively, the **"Assignment"**).

(b) Effective upon receipt by the Assignor from the Assignee of the Purchase Price (the **"Effective Time"**), the Assignor shall sell, assign, transfer and convey to the Assignee all of the Assigned Interests and shall delegate to the Assignee all of the commitments, duties and responsibilities of the "Bank" arising under the Loan Documents from and after (but not before) the Effective Time.

(c) Effective on and as of the Effective Time, the Assignee shall accept the foregoing sale, assignment, transfer and conveyance of all of the Assigned Interests and the foregoing delegation of all of the commitments, duties and responsibilities of the "Bank" arising under the Loan Documents from and after

the Effective Time. From and after the Effective Time, the Assignee shall perform all (if any) of such commitments, duties and responsibilities of the "Bank" under the Loan Documents, and the Assignee agrees to be bound, from and after the Effective Time, by the provisions relating to the "Bank" under, and as defined in, the Loan Agreement.

Section 2.2. Closing. On, or (as the case may be) promptly after, the Closing Date, the Assignor shall deliver to the Assignee (i) one (1) original executed copy or (as the case may be) one (1) counterpart of each of the Loan Documents, including the signed original of the Revolving Note executed under the Loan Agreement, and (ii) UCC-3 assignment instruments, duly executed by the Assignor, transferring to the Assignee all of the Assignor's rights under the UCC-1 financing statements filed from time to time prior to the Closing Date in respect of the financing arrangements contemplated by the Loan Agreement, and, on the Closing Date, the Assignee shall deliver the Purchase Price to the Assignor in immediately available funds by wire transfer to the account of the Assignor specified in a written notice from the Assignor to the Assignee.

Section 2.3. Effect of Assignment. Each of the Debtors, the Assignee and the Assignor hereby absolutely, unconditionally and irrevocably agrees that, from and after the Effective Time: (a) the Assignee shall, for all purposes, be the "Bank" under the Loan Agreement and the other Loan Documents, and shall have all of the rights and duties and responsibilities of the "Bank" thereunder; (b) the Assignor shall be released from all of its commitments, duties, responsibilities and other obligations under the Loan Agreement and the other Loan Documents, and, from and after the Effective Time, the Assignor shall, for all purposes, cease to be the "Bank" under the Loan Documents; (c) the Borrower and each of the other Debtors shall, from and after the Effective Time, make all payments in respect of the Loan Agreement and the other Loan Documents directly to the Assignee, instead of to the Assignor; and (d) each of the Debtors, their officers and directors, employees, agents and assigns shall be released from all commitments, duties, responsibilities, claims and other Obligations of each of the Debtors and such other persons to the Assignor arising under the Loan Agreement and the other Loan Documents from and after the Effective Time, such Obligations from and after the Effective Time to be held by the Assignee against the Debtors. This Agreement shall be deemed to amend the Loan Agreement and the other Loan Documents to the extent, and only to the extent, necessary to reflect the substitution of the Assignee as the "Bank" thereunder upon the completion of the Assignment on the terms set forth in Section 2.2.

Section 2.4. Payment Obligations of Debtors. From and after the Effective Time, all of the Obligations of the Borrower and of each of the other Debtors shall be payable to the Assignee instead of to the Assignor, and such payment Obligations of the Borrower and of each of the other Debtors shall be absolute, unconditional and irrevocable in all circumstances. From and after the Effective Time, all of the Obligations may be enforced by the Assignee from time to time as often as the occasion therefor may arise, and without any requirement that the Assignor first exercise any rights or remedies against the

Borrower or against any of the other Debtors under the Loan Agreement or any of the other Loan Documents or exhaust any remedies available to the Assignor against the Borrower or against any of the other Debtors under the Loan Agreement or any of the other Loan Documents.

Section 2.5. Place and Mode of Payments; etc. The Purchase Price payable by the Assignee to the Assignor hereunder shall be paid directly to the Assignor in immediately available and freely transferable funds, on the due date of such payment (i.e., on the Closing Date), in accordance with the Assignor's written wire transfer instructions, and without set-off or counterclaim, and free and clear of and without any deductions, withholdings or conditions of any nature.

ARTICLE III

LIMITATIONS OF LIABILITY

Section 3.1. Disclaimers. It is understood and agreed that the Assignment shall be completed on a non-recourse basis. Accordingly, except as expressly provided by Section 4.2 hereof, the Assignor makes no representations or warranties of any kind to the Assignee with respect to, and the Assignor assumes no responsibilities of any kind for:

(a) (i) the solvency, financial condition or position, business, operations or prospects of the Borrower or of any of the other Debtors, (ii) the enforceability or the collectibility of any of the Obligations, (iii) the execution and delivery by any of the Guarantors of the Guaranty Agreement or any of the other Loan Documents, or the failure, for any reason whatsoever, of any one or more of the Guarantors to have executed and delivered the Guaranty Agreement or any of the other Loan Documents, (iv) the payment by the Borrower or by any of the other Debtors of any of the Obligations, or the performance or observance by the Borrower or by any of the other Debtors of any of its covenants, agreements or obligations under any of the Loan Documents, or (v) the truth, accuracy or correctness of any recitals, statements, representations or warranties made by the Borrower or by any of the other Debtors in any of the Loan Documents or in any certificates, statements, reports, contracts, agreements, instruments or other documents sent or delivered by the Borrower or by any of the other Debtors in connection with the Loan Documents or any of the transactions contemplated by any of the Loan Documents; or

(b) the form, authorization, due execution, validity, sufficiency, genuineness or enforceability or admissibility in evidence of the Loan Agreement, the Guaranty Agreement or any of the other Loan Documents; or

(c) the occurrence or continuation of any Defaults or Events of Default under any of the Loan Documents; or

(d) any action or delay in acting or failure to act or acquiescence on the part of the Assignor under the Loan Agreement, the Guaranty Agreement or any of the other Loan Documents or in respect of any of the Obligations; or

(e) the validity, enforceability, priority or perfection of all or any part of the Collateral, the fair market value or liquidation value of all or any part of the Collateral, or the adequacy of any rights or remedies that the Assignor may have against any Collateral or the adequacy of any other means of obtaining payment of any of the Obligations; or

(f) the existence or creation at any time or times on or after the date of this Agreement of any claim, defense, right of set-off or counterclaim of any nature whatsoever of the Borrower or of any of the other Debtors or of any other persons against the Assignor or against the Assignee.

Section 3.2. Exculpation. The Assignor and the Assignee shall have no duties or responsibilities of any kind to each other, except those expressly set forth herein, and no trust or fiduciary relationship between the Assignor and the Assignee, and no implied covenants, responsibilities, duties, obligations or liabilities of the Assignor to the Assignee, or of the Assignee to the Assignor, shall be read into this Agreement.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

Section 4.1. Representations and Warranties of the Assignee.

The Assignee represents and warrants to the Assignor and agrees with the Assignor as follows:

(a) This Agreement has been duly executed and delivered by the Assignee. The agreements and obligations of the Assignee contained in this Agreement constitute legal, valid and binding obligations of the Assignee, enforceable against the Assignee in accordance with their respective terms.

(b) The Assignee has received and carefully examined and reviewed, or has had the opportunity to receive and carefully examine and review, copies of the Loan Agreement and each of the other Loan Documents.

(c) The Assignee has entered into this Agreement on the basis of its own independent investigation and review of the Debtors and the financial condition, business, operations and prospects of the Debtors. The Assignor has made no representations or warranties to the Assignee concerning any of the Debtors or the financial condition, business, operations or prospects of any of the Debtors. No action taken by the Assignor prior to, on or after the date hereof, including any investigation or review by the Assignor of the affairs of the

Borrower, shall be deemed to constitute any representation or warranty by the Assignor to the Assignee.

(d) The Assignee has, independently and without any reliance upon the Assignor, and based upon such information as the Assignee alone has deemed appropriate, made the Assignee's own appraisal of and investigation into the financial condition and creditworthiness, business, operations and prospects of each of the Debtors. On the basis of that appraisal and investigation, the Assignee has made its own decision to enter into this Agreement and to purchase and accept the Assigned Interests on the terms contained herein.

(e) The Assignee agrees with the Assignor that, subject to the terms of this Agreement, the Assignee will perform, or will cause to be performed by third parties, in accordance with their terms, all (if any) of the commitments, duties and responsibilities which, by the terms of the Loan Documents, are required to be performed by the Assignee as the "Bank" under the Loan Documents from and after the Effective Time, and the Assignee agrees to indemnify and hold the Assignor harmless from all (if any) damages, expenses and liabilities incurred by the Assignor in connection with or arising from the Assignee's performance or non-performance of the commitments, duties and responsibilities assumed by the Assignee under this Agreement. The parties hereto understand and acknowledge that the Assignee is not a financial institution capable of providing the depository, cash management and other similar services, arrangements and agreements provided under the Cash Management Agreements and shall not itself undertake the obligations or duties thereunder and shall not itself receive the benefits thereof, but shall secure the services of a third party financial institution to provide such services, subject to the terms hereof.

Section 4.2. Representations and Warranties of the Assignor. The Assignor represents and warrants to the Assignee as follows: (a) this Agreement has been duly executed and delivered by the Assignor; (b) the agreements and obligations of the Assignor contained in this Agreement constitute legal, valid and binding obligations of the Assignor, enforceable against the Assignor in accordance with their respective terms; (c) the Assignor has legal and beneficial title to all of the Assigned Interests, free and clear of all liens created by the Assignor, and also free and clear of all claims of any other persons adverse to such title, except, in any case, the claims of the Assignee created by this Agreement; (d) the unpaid principal and accrued and unpaid interest of the Revolving Note, as shown on the books of the Assignor, is \$7,653,720.23 as of February 16, 2001, subject to a per diem interest component of \$2,544.64; and (e) the Assignor has not executed or delivered to the Borrower or to any of the other Debtors any agreements or other instruments releasing or purporting to release (i) the Borrower or any of the other Debtors from any of the Obligations, or (ii) any of the Collateral.

ARTICLE V

AGREEMENTS OF THE DEBTORS AND THE ASSIGNOR

Section 5.1. Consent and Approval of the Debtors.

(a) Each of the Debtors hereby absolutely, unconditionally and irrevocably grants to each of the Assignor and the Assignee all (if any) such consents and approvals as are required by the Loan Documents or otherwise for (i) the execution and delivery of this Agreement by the Assignor and the Assignee, and (ii) the completion of the Assignment upon the terms contained herein. The foregoing consents and approvals of each of the Debtors are absolute, unconditional and irrevocable in all circumstances.

(b) Each of the Debtors, jointly and severally, hereby absolutely, unconditionally and irrevocably agrees with each of the Assignor and the Assignee to be bound by all of the terms of this Agreement, including, without limitation, the terms and provisions contained in Section 2.1 and Section 2.3 hereof.

Section 5.2. No Present Claims; Releases; etc.

(a) Each of the Debtors acknowledges, represents, warrants and agrees, jointly and severally, that, based upon the facts and circumstances existing on and as of the date hereof and at the Effective Time, and except as otherwise contemplated and provided by Section 5.3 hereof: (i) none of the Debtors has any claim or cause of action against the Assignor; and (ii) none of the Debtors has any offset right, counterclaim or defense of any kind against any of the Obligations, indebtedness or liabilities of any of the Debtors to the Assignor; subject, however, to the Debtors' reservation of all such potential claims and defenses as against the Assignee.

(b) Except as otherwise contemplated and provided by Section 5.3 hereof, the Assignor wishes (and each of the Debtors agrees) to eliminate any possibility that any past conditions, acts, omissions, events, circumstances or matters would impair or otherwise adversely affect any of the rights, interests, contracts, collateral security or remedies of the Assignor as of the Effective Time; subject, however, to the Debtors' reservation of all such potential claims and defenses as against the Assignee. Therefore, subject always to the provisions contained in Section 5.3 hereof, each of the Debtors, jointly and severally, unconditionally and irrevocably releases, waives and forever discharges: (i) any and all liabilities, obligations, duties, promises or indebtedness of any kind of the Assignor to the Debtors or any of them; and (ii) any and all claims, offsets, causes of action, suits or defenses of any kind whatsoever (if any), whether known or unknown, which the Borrower or any of the other Debtors might otherwise have against the Assignor or any of its present or former directors, officers, employees, agents or affiliates for their actions or omissions occurring at or prior to the Effective Time, in either clause (i) or (ii) above, on account of any condition, act, omission, event, contract, liability, obligation, indebtedness, claim, cause of action, defense, circumstance

or matter of any kind whatsoever which existed, arose or occurred at any time at or prior to the Effective Time.

(c) The parties agree that, except as otherwise contemplated and provided by Section 5.3 hereof, all Obligations, claims and rights held by the Assignor against the Debtors and their respective present or former directors, officers, employees, agents or affiliates (other than any Surviving Debtor Obligations) shall be assigned to the Assignee as of the Effective Time. Therefore, except as otherwise contemplated and provided by Section 5.3 hereof, the Assignor unconditionally and irrevocably releases, waives, and forever discharges: (i) any and all liabilities, Obligations, duties, promises or indebtedness of any kind of any or all of the Debtors to the Assignor; and (ii) any and all claims, offsets, causes of action, suits or defenses of any kind whatsoever (if any), whether known or unknown, which the Assignor might otherwise have against any of the Debtors or any of their respective present or former directors, officers, employees, agents or affiliates for their respective actions or omissions occurring at or prior to the Effective Time, in either clause (i) or (ii) above, on account of any condition, act, omission, event, contract, liability, obligation, indebtedness, claim, cause of action, defense, circumstance or matter of any kind whatsoever which existed, arose or occurred at any time at or prior to the Effective Time, it being understood and agreed that all such liabilities and claims (other, in any case, than Surviving Debtor Claims) shall be held by the Assignee as of and following the Effective Time.

(d) Each of the Assignor and the Debtors acknowledges and agrees that the releases set forth in paragraphs (b) and (c) of this Section 5.2 (the "Releases") are intentionally broad in scope and, except as otherwise contemplated and provided by Section 5.3 hereof, apply to all claims that: (i) such Debtor has or may have against the Assignor; or (ii) the Assignor has or may have against the Debtors or any of them arising from the beginning of time to the Effective Time, whether or not said claims or losses or injuries are known or unknown, foreseen or unforeseen, patent or latent.

(e) Each of the Assignor and the Debtors certifies that its authorized representatives have read § 1542 of the California Civil Code and understands that it provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Each of the Assignor and Debtors hereby knowingly and voluntarily and irrevocably waives application of § 1542 of the California Civil Code and all similar federal or state laws, rights, rules or legal principles of any jurisdiction that may be applicable hereto.



Each of the Assignor and Debtors acknowledges that the significance and consequence of this waiver of § 1542 of the California Civil Code, and all similar laws, rights, rules or legal principles, is that even if such Assignor or Debtor should eventually suffer additional damages arising out of claims of which such Assignor or Debtor is currently aware or should discover additional claims or any new purported basis for a claim, such Assignor or Debtor will **not** be permitted to assert such claims, **except**, in any case, as contemplated and provided by Section 5.3 hereof. Furthermore, each of the Assignor and Debtors acknowledges that, **except**, in any case, as contemplated and provided by Section 5.3 hereof, it intends this consequence even as to (i) claims that may exist as of the date of this Agreement but that such Assignor or Debtor does not know exist, or (ii) facts in addition to or different from those which such Assignor or Debtor now knows or believes to be true, with respect to the matters released herein, and which, if known, would materially affect such Assignor's or Debtor's decision to execute the Releases, regardless of the reason for such Assignor's or Debtor's lack of knowledge. It is the intention of each of the Assignor and Debtors through the Releases fully, finally and forever to settle or release all of such matters, and all claims relating thereto which exist, may exist, or might have existed, **except**, in any case, as otherwise provided by Section 5.3 hereof. In furtherance of such intention, the Releases shall be and remain in effect as a full and complete release of such additional different claims or facts.

(f) Each of the Assignor and the Debtors warrants and represents that in executing the Releases, such Assignor and Debtor has had full and adequate opportunity to obtain independent advice and legal counsel with respect to the terms of the Releases and their consequences; and that the terms of the Releases and their consequences have been fully explained, and that such Assignor and Debtor understands the terms of the Releases.

(g) Each of the Assignor and Debtors acknowledges that the terms and provisions of the Releases are of a special and unique and extraordinary character which gives them a peculiar value, the loss of which cannot be adequately compensated in an action at law, and that the breach of any such term, condition, or covenant shall cause irreparable harm and injury to the Assignor, the Assignee and the Debtors. Therefore, in the event of any breach of any term of the Releases by any of the Assignor or Debtors, then the Assignor, the Assignee, the Debtors or any of them, in addition to any and all other rights and remedies, shall be entitled to injunctive and other equitable relief to enforce the terms hereof.

Section 5.3. Termination of Depository Relationships; etc.

(a) Each of the Debtors hereby agrees with the Assignor promptly to take all steps to terminate, no later than April 16, 2001, (i) all depository, cash management and other similar agreements or arrangements between or among any of the Debtors and the Assignor, and (ii) all Corporate Electronic Payment and Deposit Agreements and other similar agreements between or among any of the Debtors and the Assignor, including, without limitation, (A) the Service

Agreement, dated June 12, 2000, between the Borrower and the Assignor, and (B) the Service Agreement, dated July 24, 1998, between the Borrower and the Assignor. All agreements and other instruments and all arrangements of the kind referred to in the preceding sentence are hereinafter referred to, collectively, as the "**Cash Management Agreements**".

(b) Anything in this Agreement express or implied to the contrary notwithstanding:

(i) the term "**Assigned Interests**" shall not include, or otherwise be deemed to include, (A) any of the rights, interests or claims of the Assignor now existing or from time to time hereafter arising under or in respect of any of the Cash Management Agreements or under or in respect of any of the accounts from time to time maintained by the Company with the Assignor (collectively, the "**Accounts**") or any transactions relating to any of such accounts (collectively, the "**Account Transactions**"), or (B) any of the rights, interests or claims of the Assignor now existing or from time to time hereafter arising under or in respect of that certain Post-Assignment Corporate Electronic Payment and Deposit Agreement, dated as of the date hereof (as amended from time to time, the "**ACH Termination Agreement**"), among the Borrower, certain of its subsidiaries, the Assignee and the Assignor, or (C) any of the rights of the Assignor hereafter arising under or in respect of Section 9. a. xi of the Loan Agreement; and

(ii) the Releases and other provisions relating thereto contained in Sections 5.2(b), 5.2(c), 5.2(d), 5.2(e), 5.2(f), and 5.2(g) hereof shall **not** be applicable to, and shall not operate to effect a release, satisfaction or discharge of, (A) any of the liabilities, obligations, duties, commitments, agreements, promises or indebtedness of any kind now existing or from time to time hereafter arising of the Debtors or any of them to the Assignor under or in respect of the Cash Management Agreements, the Accounts, the Account Transactions or the ACH Termination Agreement (collectively, the "**Surviving Debtor Obligations**"), or (B) any of the liabilities, obligations, duties, commitments, agreements, promises or indebtedness of any kind now existing or from time to time hereafter arising of the Assignor to the Debtors or any of them under or in respect of the Cash Management Agreements, the Accounts, the Account Transactions or the ACH Termination Agreement (collectively, the "**Surviving Assignor Obligations**"), and, together with the Surviving Debtor Obligations, called, collectively, the "**Surviving Obligations**").

(c) **THE ASSIGNOR AND THE DEBTORS HEREBY ABSOLUTELY, UNCONDITIONALLY AND IRREVOCABLY AGREE THAT: (A) NONE OF THE SURVIVING OBLIGATIONS SHALL BE RELEASED, DISCHARGED, IMPAIRED OR OTHERWISE AFFECTED BY ANY OF THE PROVISIONS CONTAINED IN SECTION 5.2 HEREOF; AND (B) ALL OF THE SURVIVING OBLIGATIONS SHALL SURVIVE THE EXECUTION AND DELIVERY OF THIS AGREEMENT AND THE COMPLETION OF THE ASSIGNMENT.**

(d) The Assignor shall provide the Assignee and the Debtors at the Closing with a summary accounting of all sums that have become due and payable on or before the seventh (7th) day preceding the Closing Date pursuant to the Cash Management Agreements and which remain unpaid on the date hereof.

(e) The Borrower and all of the other Debtors shall cause all of the Cash Management Agreements to be terminated in full, and all of the obligations of the Debtors to the Assignor thereunder to be paid in full, not later than April 16, 2001.

(f) Each of the parties hereto hereby agrees that (i) the foregoing provisions of this Section 5.3, (ii) all of the obligations of the Borrower to the Assignor under Section 9. a. xi of the Loan Agreement, (iii) all of the Surviving Debtor Obligations, and (iv) all of the Surviving Assignor Obligations, shall survive (A) the completion of the Assignment on the terms contained herein, and (B) the termination of all or any of the other provisions of this Agreement.

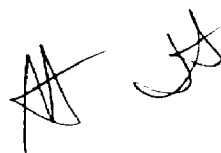
Section 5.4. No Further Amendments. Unless the Assignee shall default in the payment of the Purchase Price on the Closing Date, neither the Debtors nor the Assignor shall, without the prior written consent or approval of the Assignee, enter into any amendment or modification of the Loan Agreement or any of the other Loan Documents or release all or any part of the Collateral for the Obligations.

ARTICLE VI

PROVISIONS OF GENERAL APPLICATION

Section 6.1. Notices; etc. All notices and other communications provided for hereunder or otherwise given pursuant to this Agreement shall be in writing (including telecopied communication) and given by (a) private courier service, next day delivery, or by telecopier or other form of rapid transmission, confirmed by sending (by private courier service, next day delivery) written confirmation at substantially the same time as such rapid transmission, or (b) personally delivered to the receiving party, or, if not an individual, to an officer of the receiving party. All such communications shall be sent or delivered, addressed as to each party, at such address as shall have been most recently designated by such party in a written notice to the other parties hereto. All such notices and communications, if mailed, or if transmitted by facsimile transmission, shall be deemed given when received.

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Section 6.2. Binding Effect; etc. This Agreement shall become effective, on and as of the date hereof, when it shall have been executed and delivered by the Assignor, the Assignee and the Debtors, and, thereafter, this Agreement shall be binding upon and inure solely to the benefit of each of such parties and their respective successors in title and assigns. Except as and to the extent otherwise expressly provided herein, the agreements of each of the parties hereto are several, and not joint or joint and several.

Section 6.3. Further Assurances. Each of the Assignor, the Debtors and the Assignee shall, at any time and from time to time upon the written request of any of the other parties hereto, execute and deliver, or cause to be executed and delivered, any and all such further assurances and other agreements and instruments, and take or cause to be taken all such other actions, as may be reasonably requested by any such other party in order to give full effect to this Agreement.

Section 6.4. CHOICE OF LAW. THIS AGREEMENT SHALL IN ALL RESPECTS BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE INTERNAL SUBSTANTIVE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN SUCH STATE.

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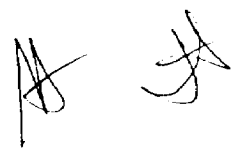


Section 6.5. Waiver of Jury Trial. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH OF THE PARTIES HERETO HEREBY WAIVES, AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE, CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE SUBJECT MATTER HEREOF OR ANY OBLIGATIONS OF ANY OF THE PARTIES HERETO IN CONNECTION WITH THIS AGREEMENT, IN EACH CASE, WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER IN CONTRACT OR TORT OR OTHERWISE. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OF THIS AGREEMENT OR A COPY OF THIS SECTION 6.5 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH OF THE PARTIES TO THE WAIVER OF ITS RIGHTS TO TRIAL BY JURY.

Section 6.6. Confidentiality. This Agreement, and the terms and conditions set forth in this Agreement, are strictly confidential and private and, without the prior written consent of the Assignor and the Assignee, may not be disclosed by any party hereto to any other persons or otherwise used, circulated, quoted or referred to in any report or document, except for disclosure in strict confidence to the directors, accountants, attorneys and other advisors of the Assignee or of the Debtors, in each such case, strictly for purposes related to the financing arrangements and the other transactions contemplated hereby, or where disclosure is required by law or by any subpoena or other similar legal process.

Section 6.7. Entire Agreement. This Agreement represents the entire understanding and agreement of the Assignee, the Debtors and the Assignor as to the subject matter hereof.

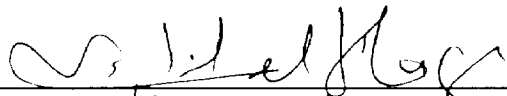
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IN WITNESS WHEREOF, THIS ASSIGNMENT AND ACCEPTANCE AGREEMENT has been duly executed by or on behalf of each of the parties hereto on and as of the day and in the year first above written.

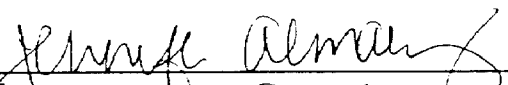
The Assignee:

GLOBAL ENTERTAINMENT VENTURES, LLC

By: 
Name: NABIL M. EL-HAGE
Title: MANAGER

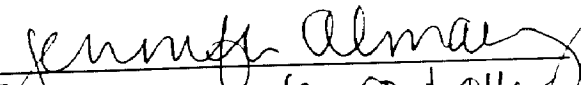
The Borrower:

JEEPERS! INC.

By: 
Name: Jennifer Almaraz
Title: corporate controller

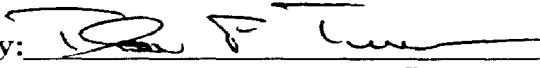
The Guarantors:

- JEEPERS! OF ARIZONA, INC.
- JEEPERS! OF MARYLAND, INC.
- JEEPERS! OF NEW JERSEY, INC.
- JEEPERS! OF VIRGINIA, INC.
- JEEPERS! OF KANSAS, INC.
- JEEPERS! OF NEW YORK, INC.
- JEEPERS! OF MICHIGAN, INC.
- JEEPERS! OF ILLINOIS, INC.
- JEEPERS! OF MASSACHUSETTS, INC.
- JEEPERS! OF FLORIDA, INC.
- JEEPERS! OF OHIO, INC.
- JEEPERS! OF NORTH CAROLINA, INC.
- JEEPERS! OF INDIANA, INC.
- JEEPERS! FRANCHISE, INC.
- JEEPERS! OF TEXAS, INC.

By: 
Name: corporate controller
Title: Jennifer Almaraz

The Assignor:

IMPERIAL BANK

By: 
Name: THOMAS F. TURNER
Title: Vice President

G:\data\766d\Assign & Accept Agt (draft 2-20)