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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

02-26-2004

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office



102678129

To the Honorable Commissioner

...hed original documents or copy thereof.

1. Name of conveying party(ies):

Wells Fargo Foothill, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State California Other

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Release of Security Interest

Execution Date: 02/09/04

2. Name and address of receiving party(ies)

Name: Festival Fun Parks, LLC

Internal Address:

Address:

Street Address: 18300 Von Karman, Suite 900

City: Irvine State: CA Zip: 92612

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

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,356,549

1,129,698; 1,398,930; 1,420,487; 1,123,212

Additional number(s) attached Yes No

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

Name: Josh S. Ridout, Esq.

Internal Address:

Paul, Hastings, Janofsky & Walker LLP

Street Address: 515 South Flower Street

25th Floor

City: Los Angeles State: CA Zip: 90071-2228

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$ 140.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

16-0752

DO NOT USE THIS SPACE

9. Signature.

Josh S. Ridout

Name of Person Signing

Signature

February 25, 2004

Date

02/27/2004 LMUELLER 00000037 1356549

Total number of pages including cover sheet, attachments, and document: 5

01 FC:8521 02 FC:8522

40.00 DP 100.00 DP

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

TRADEMARK REEL: 002918 FRAME: 0964

RELEASE OF SECURITY INTEREST

This **RELEASE OF SECURITY INTEREST** ("Release") is given as of this ___ day of February 9, 2004 by Wells Fargo Foothill, Inc., a California corporation (formerly known as Foothill Capital Corporation, a California corporation) (the "Secured Party"), located at 2450 Colorado Avenue, Suite 3000W, Santa Monica, CA, 90404, in favor of Malibu Grand Prix Corporation, a California corporation (the "Assignor"), and Festival Fun Parks, LLC, a Delaware limited liability company and current owner of those trademarks set forth on Schedule A and attached hereto.

WHEREAS, pursuant to a Trademark Security Agreement, dated August 22, 1996, by and between the Assignor and the Secured Party (the "Security Agreement"), the Assignor granted, assigned, transferred and conveyed to the Secured Party a continuing security interest in all of Assignor's right, title and interest in the Trademark Collateral (as defined in the Security Agreement), including the trademarks set forth on Schedule A attached hereto (collectively, the "Trademarks"), to the Secured Party to secure the Secured Obligations (as defined in the Security Agreement), which security interest was recorded in the United States Patent and Trademark Office on September 13, 1996, at Reel 1482/Frame 0510;

WHEREAS, all of the Assignor's obligations to the Secured Party, including with respect to the Secured Obligations, pursuant to the Security Agreement have been satisfied and discharged;


WHEREAS, the Assignor entered into that certain Intellectual Property Sale and Purchase Agreement dated December 13, 2002 with FFP and the other parties thereto pursuant to which the Assignor transferred all of its rights, title and interest in the Trademarks to FFP; and

WHEREAS, in accordance with the terms of the Security Agreement, the Secured Party desires to terminate its security interest in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Secured Party hereby releases its security interest in the Trademarks and reassigns any and all right, title and interest that it may have in the Trademarks to FFP. The Secured Party further agrees to take such action as may be reasonably requested by FFP from time to time to effectuate and carry out the provisions and intent of this Release.

IN WITNESS WHEREOF, the Secured Party has caused this Release to be duly executed by its officer thereunto duly authorized as of the date above first written.

WELLS FARGO FOOTHILL, INC.
(formerly known as FOOTHILL
CAPITAL CORPORATION)

By: 
Name: *Drew Stawin*
Title: *SVP*

STATE OF Georgia)
) SS.
COUNTY OF Fulton)

I, a notary public, in and for the county and state aforesaid, do hereby certify that Drew Stawin, personally known to me to be the Sr. Vice President of Wells Fargo Foothill, Inc., a California corporation (formerly known as Foothill Capital Corporation, a California corporation) ("Wells Fargo Foothill"), appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of Wells Fargo Foothill pursuant to authority granted to him/her by Wells Fargo Foothill for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 9 day of February, 2004.

Amy L. Grosklags
Notary Public

My commission expires:



SCHEDULE A

| Trademark | Jurisdiction | Reg. No - (App. No.) | Reg. Date - (App. Date) |
|---------------------------------|---------------------|---------------------------------|------------------------------------|
| MALIBU GRAND PRIX | United States | 1,356,549 (73-488,747) | 8/27/1985 (7/6/1984) |
| MALIBU GRAND PRIX | United States | 1,129,698 (73-183,392) | 1/22/1980 (8/24/1978) |
| MALIBU GRAND PRIX and design | United States | 1,398,930 (73-565,660) | 6/24/1986 (10/28/1985) |
| VIRAGE | United States | 1,420,487 (73-488,746) | 12/9/1986 (7/6/1984) |
| VIRAGE | United States | 1,123,212 (73-187,089) | 7/31/1979 (9/27/1978) |