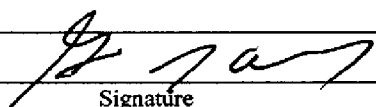


Form PTO-1594 (Rev. 06/04)
 OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY	
To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:	
<p>1. Name of conveying party(ies)/Execution Date(s)</p> <p>Western Town, LLC</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State Arizona <input checked="" type="checkbox"/> Other <u>Limited liability company</u></p> <p>Citizenship (see guidelines) <u>USA</u></p> <p>Execution Date(s) <u>November 8, 2004</u></p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Clarification of Trademark Assignment, recorded at reel and frame 2973/0190</u></p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached: <input checked="" type="checkbox"/> No</p> <p>Name: <u>The Lodestar Foundation</u> Internal Address: Street Address: <u>2122 East Highland Avenue, Suite 400</u> City: <u>Phoenix</u> State: <u>Arizona</u> Country: <u>USA</u> Zip: <u>85016</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship <u>Arizona</u> <input checked="" type="checkbox"/> Other <u>non-profit corporation</u> Citizenship <u>USA</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) 76/127,166</p> <p>B. Trademark Registration No.(s) 1,994,860; 2,029,573; 2,389,824; 2,520,914; 2,393,450; 2,391,577; 2,393,451; 2,385,566; 1,169,697; and 1,167,730</p> <p style="text-align: right;">Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</p>	
<p>5. Name & address of party to whom correspondence concerning document shall be mailed:</p> <p>Name: <u>Glenn Spencer Bacal</u> Internal Address: <u>The Collier Center</u> <u>11th Floor</u> Street Address: <u>201 East Washington Street</u> City: <u>Phoenix</u> State: <u>AZ</u> Zip: <u>85004</u> Phone Number: <u>602.262.5916</u> Fax Number: <u>602.495.2984</u> Email Address: <u>gbacal@jsslaw.com</u></p>	<p>6. Total number of applications and registrations involved: 11</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>290.00</u></p> <p><input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p> <p>8. Payment Information:</p> <p>a. Credit Card Last 4 Numbers _____ Expiration Date _____</p> <p>b. Deposit Account Number <u>501234</u> Authorized User Name <u>Glenn Spencer Bacal</u></p>
<p>9. Signature:  _____ Signature <u>Glenn Spencer Bacal</u> Name of Person Signing</p>	<p><u>January 11, 2005</u> _____ Date</p> <p>Total number of pages including cover sheet, attachments, and document: 3</p>

CH \$290.00 501234 76127166

Documents to be recorded (including cover sheet) should be faxed to (703 306-5995, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CLARIFICATION OF TRADEMARK ASSIGNMENT

The parties to that certain Assignment of Trademarks and Acquiescence to Continued Use During Phase Out, effective as of November 8, 2004 (the "Assignment"), hereby set forth the following clarification of the terms of the Assignment. Capitalized terms herein shall have the same meaning as those terms in the Assignment.

The rights transferred to Lodestar include the rights to sue for past infringements and all other enforceable rights in the Marks as owned by Western Town. Western Town's rights in respect of the "Rawhide" tradename were subject to Article 1.2 of that certain Real Estate Purchase Agreement dated June 10, 2004, between RHVT Limited Partnership, as Buyer, and Western Town, LLC, and New Roci, LLC, as Sellers, with respect to certain real property commonly known as Rawhide. Lodestar's rights, as assignee, remain subject to said Article 1.2. The relevant portions of said Article 1.2 that are still operative are attached hereto as Exhibit A.

The acquiescence by Lodestar in the use of the Marks by Western Town or its licensee, New Western Town, LLC, during the Phase Out Period as set forth in section 2 of the Assignment will also inure to the benefit of any duly authorized sub-lessee or assignee under the Lease Agreement described in section 2 of the Assignment.

This clarification supersedes any and all prior clarifications to the Assignment.

Effective as of November 8, 2004.

WESTERN TOWN, LLC, an Arizona limited liability company by its Manager, Hirsch General Corporation, an Arizona corporation

THE LODESTAR FOUNDATION

By: _____

J. Jerome Hirsch
President

By: _____

Lois Savage
President

EXHIBIT A

1.2 Agreement Regarding the "Rawhide" Trade Name.

(b) Seller further agrees not to make a disposition of the name to be used by a facility located within the City of Scottsdale (except if the disposition is to the City itself), within a radius of twenty (20) miles of the Property if within the City of Phoenix, or otherwise within a radius of seven (7) miles of the Property. Seller shall make the limitations in this subsection (b) binding upon any subsequent assignee of the name, provided, however, that such limitations will be of no further force or effect after three (3) years following the Closing Date.

(c) Effective as of the Closing, Seller hereby grants (on a quit claim basis) to Buyer, a non-exclusive, perpetual, royalty-free, irrevocable (except for violations of this paragraph), fully transferable (subject to the provisions of this paragraph) right to use the "Rawhide" trade name, and Buyer hereby covenants and agrees that it may use the Trade name, only for one (1) non-tourist oriented real estate development located on the Property, and not for any operational businesses. For example, Buyer would be able to develop either a Rawhide condominium project (primarily for permanent residents), an office complex, a general shopping center or a multiuse complex, but not a Rawhide restaurant, retail store, or hotel. Buyer must notify Seller of such name use within one (1) year after Closing. As a part of the consideration for the foregoing, Buyer will allow Seller to place a prominent temporary sign along Scottsdale Road near the main entrance to Rawhide, for a period of two (2) years following the Expiration Date of the Lease Term, announcing the relocation of the Rawhide theme park, and Buyer will cooperate with Seller to obtain permission from the City of Scottsdale for such a sign. If Buyer commences construction on the Property and the sign interferes with such construction, the parties will cooperate to relocate the sign somewhere else along Scottsdale Road. If such construction makes it not feasible to relocate the sign, the sign may be taken down.

(d) The terms, conditions and covenants set forth in Section 1.2 shall be binding upon and inure to the benefit of the successors and assigns of Buyer and Seller and shall survive the Closing. Buyer and Seller agree to include the provisions of Section 1.2 in any subsequent conveyance or transfer documents relating in any way to the Property or the use of the term "Rawhide", as well as requiring such provisions be included in any subsequent conveyance or transfer documents, all of which shall be enforceable by injunctive relief in addition to any other remedy available at law or equity.