

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice and Confirmation of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fun Express, Inc.		07/28/2006	CORPORATION: NEBRASKA
RECEIVING PARTY DATA			
Name:	Wachovia Bank, National Association		
Street Address:	One South Broad, 8th Floor		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19107		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2510221	KIDFLUENCE	
Registration Number:	2234368		
Registration Number:	2510278	WHEN IT COMES TO FUN, WE'RE ALL BUSINESS	
CORRESPONDENCE DATA			
Fax Number:	(212)909-6836		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Matthew Heintz, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	22600-4023		
NAME OF SUBMITTER:	Matthew Heintz		
Signature:	/Matthew Heintz/		

CH \$90.00 2510221

Date:

08/17/2006

Total Attachments: 7

source=Notice_FunXps_Wach#page1.tif

source=Notice_FunXps_Wach#page2.tif

source=Notice_FunXps_Wach#page3.tif

source=Notice_FunXps_Wach#page4.tif

source=Notice_FunXps_Wach#page5.tif

source=Notice_FunXps_Wach#page6.tif

source=Notice_FunXps_Wach#page7.tif

NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

This NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of July 31, 2006, is made by Fun Express, Inc., a Nebraska corporation having a principal place of business at 4206 South 108th Street, Omaha, Nebraska, 68137 (the "Grantor"), in favor of Wachovia Bank, National Association, a national banking association, having offices at One South Broad, 8th Floor, Philadelphia, Pennsylvania, 19107, as collateral agent (the "Collateral Agent") for the several banks and other financial institutions or entities (the "Lenders") from time to time parties to the Second Lien Credit Agreement, dated as of July 31, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TCGO Merger Corporation, the Collateral Agent, the Lenders, and JPMorgan Chase Bank, N.A., as syndication agent.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make the Term Loan to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor, among other grantors, has executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of July 31, 2006, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Collateral Agent for the ratable benefit of the Collateral Agent, the Administrative Agent and the Lenders (and any affiliates of any Lender to which Borrower Hedge Agreement Obligations or Borrower Cash Management Obligations are owing), a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, in consideration of the premises, the receipt of which is hereby acknowledged, and to induce the Lenders to make the Term Loan and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the ratable benefit of the Collateral Agent, the Administrative Agent and the Lenders (and any affiliates of any Lender to which Borrower Hedge Agreement Obligations or Borrower Cash Management Obligations are owing), as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that pursuant to the Security Agreement it granted to the Collateral Agent, for the ratable benefit of the Collateral Agent, the Administrative Agent and the Lenders (and any affiliates of any Lender to which Borrower Hedge Agreement Obligations or Borrower Cash Management Obligations are owing), a security interest in all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations: (i) all of Grantor's trademarks, trade names, corporate names, company names, business names, domain names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule I, and (ii) the right to obtain all renewals thereof (collectively, the "Trademarks"), and to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

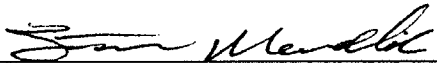
SECTION 5. Governing Law: This Agreement will be governed by the internal laws of the State of New York (without regard to conflicts of laws principles thereof).

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

FUN EXPRESS, INC.

By: 
Name:
Title:

[Signature page to Fun Express Second Lien Trademark Notice]

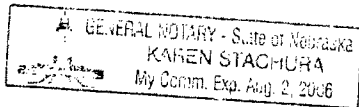
22247018

TRADEMARK
REEL: 003372 FRAME: 0061

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 28th day of July, 2006 before me, the undersigned, a notary public qualified for said county, personally came Steven Meabik, to me personally known to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and notarial seal at Omaha, Nebraska in said County the day and year last above written.



Karen Stachura
Notary Public

WACHOVIA BANK, NATIONAL
ASSOCIATION, as Collateral Agent

By: Ronald F. Benton Jr
Name: Ronald F. Benton Jr
Title: Vice President

[Signature page to Fun Express Second Lien Trademark Notice]

SCHEDULE I

Trademark	Owner	Reg. / App. No.
KIDFLUENCE	Fun Express, Inc.	2,510,221
Lightning Bolt Design	Fun Express, Inc.	2,234,368
WHEN IT COMES TO FUN, WE'RE ALL BUSINESS	Fun Express, Inc.	2510278