

SCHEDULE

TRADEMARK REGISTRATION NUMBERS

| TRADEMARK | REG.NO. | REG. DATE |
|--|-----------|-----------|
| FIESTA TEXAS | 1,693,240 | 06/09/92 |
| FIESTA TEXAS | 1,712,688 | 09/01/92 |
| FIESTA TEXAS | 1,717,122 | 09/15/92 |
| FIESTA TEXAS | 1,721,108 | 09/29/92 |
| FIESTA TEXAS | 1,730,178 | 11/03/92 |
| FIESTA TEXAS | 1,739,903 | 12/15/92 |
| FIESTA TEXAS | 1,801,516 | 10/26/93 |
| FIESTA TEXAS | 1,801,550 | 10/26/93 |
| FIESTA TEXAS | 1,801,565 | 10/26/93 |
| FIESTA TEXAS | 1,801,578 | 10/26/93 |
| FIESTA TEXAS | 1,801,633 | 10/26/93 |
| FIESTA TEXAS | 1,801,644 | 10/26/93 |
| FIESTA TEXAS | 1,801,665 | 10/26/93 |
| FIESTA TEXAS | 1,802,551 | 11/02/93 |
| FIESTA TEXAS | 1,802,817 | 11/02/93 |
| FIESTA TEXAS | 1,811,595 | 12/14/93 |
| TEXAS FIESTA | 1,827,033 | 03/15/94 |
| FIESTA TEXAS | 1,836,140 | 05/10/94 |
| FIESTALAND | 1,834,923 | 05/03/94 |
| FIESTALAND TEXAS | 1,827,034 | 03/15/94 |
| THE RATTLER | 1,934,341 | 11/07/95 |
| SAN ANTONIO SAM | 1,888,927 | 04/11/95 |
| STREETMOSPHERE | 1,891,441 | 04/25/95 |
| WHERE THE SPIRIT OF TEXAS COMES ALIVE | 1,847,477 | 07/26/94 |
| FIESTA TEXAS AND DESIGN | 1,692,904 | 06/09/92 |
| FIESTA TEXAS AND DESIGN | 1,739,904 | 12/15/92 |
| FIESTA TEXAS AND DESIGN | 1,743,806 | 12/29/92 |
| FIESTA TEXAS AND DESIGN | 1,798,832 | 10/12/93 |
| FIESTA TEXAS AND DESIGN | 1,800,076 | 10/19/93 |
| FIESTA TEXAS AND DESIGN | 1,800,228 | 10/19/93 |
| FIESTA TEXAS AND DESIGN | 1,801,548 | 10/26/93 |
| FIESTA TEXAS AND DESIGN | 1,802,749 | 11/02/93 |
| FIESTA TEXAS AND DESIGN | 1,806,747 | 11/23/93 |
| FIESTA TEXAS AND DESIGN | 1,808,475 | 11/30/93 |
| FIESTA TEXAS AND DESIGN | 1,808,522 | 11/30/93 |
| FIESTA TEXAS AND DESIGN | 1,808,528 | 11/30/93 |
| FIESTA TEXAS AND DESIGN | 1,837,521 | 05/24/94 |
| FIESTA TEXAS AND DESIGN | 1,851,030 | 08/23/94 |

TRADEMARK APPLICATION NUMBERS

| TRADEMARK | SERIAL NO. | FILING DATE |
|------------------------------------|------------|-------------|
| FIESTA TEXAS | 74/046,042 | 04/05/90 |
| FIESTA TEXAS | 74/051,321 | 04/19/90 |
| FIESTA TEXAS | 74/255,961 | 03/16/92 |
| SAN ANTONIO SAM AND DESIGN | 74/487,807 | 02/07/94 |
| THE TOWN BUILT JUST FOR FUN | 74/511,457 | 04/12/94 |
| LONESTAR SPECTACULAR | 74/511,458 | 04/12/94 |
| CELEBRATION OF THE SPIRIT OF TEXAS | 74/511,459 | 04/12/94 |

TRADEMARKS ASSIGNMENT

THIS TRADEMARKS ASSIGNMENT (the "Assignment") is made effective as of the 30 day of October, 1998 by FIESTA TEXAS THEME PARKS, LTD., a Texas limited partnership (hereinafter "FTTP"), located at 9830 Colonnade Blvd., Suite 600, San Antonio, TX 78230-2239 to FIESTA TEXAS, INC., a Delaware corporation (hereinafter "FTI"), having an address at 17000 IH 10 West., San Antonio, TX 78257.

WHEREAS, FTTP is transferring, conveying and assigning (the "Transfer") to FTI, its wholly-owned subsidiary, all of its rights, title and interests in and to that certain theme park known as Six Flags Fiesta Texas located in San Antonio, Bexar County, Texas, including certain improvements located thereon, personal property located thereat and incidental rights relating thereto (collectively, the "Park");

WHEREAS, pursuant to that Sales and Purchase Agreement (Sales Agreement) dated October 19, 1998, by and between FTTP and Premier Parks Inc. (APremier?), Premier acquired all the Securities (as defined in the Sales Agreement of FTI.

AND WHEREAS, pursuant to the Sales Agreement, FTTP desires to transfer, convey and assign to FTI, and FTI desires to assume, all of FTTP's rights, title and interests in and to "Lessor's IP" and "Park Generated Rights" (as such terms are defined in that certain Intellectual Property Rights Agreement effective as of March 9, 1996 by and among FTTP, San Antonio Theme Park, L.P. and Six Flags San Antonio, L.P. (the "Rights Agreement") pertaining to the Park, including those trademarks, applications and/or registrations set forth in Schedule I annexed hereto, together with all goodwill and portion of the business associated therewith (collectively, the "Trademarks") [Any capitalized terms used herein which are not defined herein shall have the meaning ascribed thereto in the Rights Agreement.];

NOW, THEREFORE, in exchange for good and valuable consideration paid by -Premier to FTTP, the receipt and sufficiency of which is hereby acknowledged:

I. FTTP hereby transfers, conveys and assigns without recourse except as provided in the Sales Agreement to FTI, all of Lessor's IP and the Park Generated Proprietary Rights, including but not limited to the Trademarks, and FTTP's entire right, title and interest with respect thereto; and

2. FTTP hereby authorizes the Commissioner of Patents and Trademarks to record said Trademarks as the property of FTI. IN WITNESS WHEREOF, FTTP has executed this Assignment to be effective as of the date set forth above.

FIESTA TEXAS THEME PARKS, LTD.

By: La Cantera Group Limited Partnership, its general partner

By: La Cantera Development Company, its general partner

By: Edward B. Kelley
Edward B. Kelley
President

Sworn to and subscribed before me this 22 day of October, 1998.
Flagg C. Bass
Notary Public

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