

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Fiesta Texas, Inc.		05/25/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association:

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	1801550	FIESTA TEXAS
Registration Number:	1801578	FIESTA TEXAS
Registration Number:	1802551	FIESTA TEXAS
Registration Number:	1802817	FIESTA TEXAS
Registration Number:	1836140	FIESTA TEXAS
Registration Number:	1934341	THE RATTLER
Registration Number:	1693240	FIESTA TEXAS
Registration Number:	2272466	LONESTAR SPECTACULAR
Registration Number:	1717122	FIESTA TEXAS
Registration Number:	1721108	FIESTA TEXAS
Registration Number:	1730178	FIESTA TEXAS

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

**900079208**

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**OP \$290.00 1801550**

Phone: (212) 455-7609  
Email: ksolomon@stblaw.com  
Correspondent Name: Kirstie Howard, Esq.  
Address Line 1: Simpson Thacher & Bartlett LLP  
Address Line 2: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1331
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	06/13/2007

**Total Attachments: 6**

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of May 25, 2007 is made by FIESTA TEXAS, INC., a Delaware corporation, located at 17000 Interstate Highway 10 West, San Antonio, TX 78257 (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., a national banking association, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Second Amended and Restated Credit Agreement, dated as of May 25, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among SIX FLAGS, INC., a Delaware Corporation (the "Parent"), SIX FLAGS OPERATIONS INC., a Delaware corporation ("Holdings"), SIX FLAGS THEME PARKS INC., a Delaware corporation (the "Primary Borrower"), each FOREIGN SUBSIDIARY BORROWER (as defined in the Credit Agreement), the Lenders, the Agent and CREDIT SUISSE SECURITIES (USA) LLC and LEHMAN COMMERCIAL PAPER INC., as co-syndication agents.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Primary Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, Holdings, the Primary Borrower and certain other subsidiaries of Holdings have executed and delivered an Amended and Restated Guarantee and Collateral Agreement, dated as of May 25, 2007, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

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

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Primary Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, 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 Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of

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TRADEMARK  
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Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

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

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. 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.

*[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 on this 25<sup>th</sup> day of May, 2007.

FIESTA TEXAS, INC.,  
as Grantor

By: 

Name: James M. Coughlin

Title: Authorized Signatory

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent for the Lenders

By: 

Name: Christophe Vohmann

Title: Vice President



ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York )  
 ) ss  
COUNTY OF New York )

On the 1<sup>st</sup> day of June, 2007, before me personally came Christine Johnson who is personally known to me to be the Authorized Signatory of JPMORGAN CHASE BANK, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Authorized Signatory in such national banking association, the national banking association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such national banking association; and that she/he acknowledged said instrument to be the free act and deed of said national banking association.

Rose O'Connor  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

**ROSE O'CONNOR**  
Notary Public, State of New York  
No. 01OC4750601  
Qualified in New York County  
Commission Expires October 31, 2009

Schedule A

**U.S. Trademark Registrations and Applications**

<u>Trademark</u>	<u>Registration or Serial Number</u>
FIESTA TEXAS	1,801,550
FIESTA TEXAS	1,801,578
FIESTA TEXAS	1,802,551
FIESTA TEXAS	1,802,817
FIESTA TEXAS	1,836,140
THE RATTLER	1,934,341
FIESTA TEXAS	1,693,240
LONESTAR SPECTACULAR	2,272,466
FIESTA TEXAS	1,717,122
FIESTA TEXAS	1,721,108
FIESTA TEXAS	1,730,178

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