

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM530456

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
World Publications, LLC		06/11/2019	Limited Liability Company: DELAWARE
Bonnier Corporation		06/11/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PADI Worldwide Corp.		
<b>Street Address:</b>	30151 Tomas		
<b>City:</b>	Rancho Santa Margarita		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92688		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2458750	SCUBADIVING.COM	
<b>Registration Number:</b>	4159975	SCUBALAB	
<b>Registration Number:</b>	4064952	SEA HEROES	
<b>Registration Number:</b>	4336518	DIVER TO DIVER	
<b>Registration Number:</b>	4077329	SEA HEROES	
<b>Registration Number:</b>	3462012	SPORT DIVER	
<b>Registration Number:</b>	3008073	SCUBA DIVING	
<b>Registration Number:</b>	2264599	SPORT DIVER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	2039757505		
<b>Email:</b>	christina.london@lockelord.com		
<b>Correspondent Name:</b>	Locke Lord LLP		
<b>Address Line 1:</b>	201 Broad Street		
<b>Address Line 4:</b>	Stamford, CONNECTICUT 06901		
<b>ATTORNEY DOCKET NUMBER:</b>	1568640.00006		

OP \$215.00 2458750

<b>NAME OF SUBMITTER:</b>	Christina London
<b>SIGNATURE:</b>	/christina london/
<b>DATE SIGNED:</b>	07/03/2019
<b>Total Attachments: 6</b> source=PADI_Bonnier Trademark Assignment#page1.tif source=PADI_Bonnier Trademark Assignment#page2.tif source=PADI_Bonnier Trademark Assignment#page3.tif source=PADI_Bonnier Trademark Assignment#page4.tif source=PADI_Bonnier Trademark Assignment#page5.tif source=PADI_Bonnier Trademark Assignment#page6.tif	

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made and entered into this 11th day of June, 2019, by and between **World Publications, LLC**, a Delaware limited liability company (“WP”), **Bonnier Corporation**, a Delaware corporation (the “Seller” and together with WP, the “Assignors”) and **PADI Worldwide Corp.**, a California corporation (the “Assignee”) in connection with that certain Asset Purchase Agreement dated as of the date hereof (the “Asset Purchase Agreement”) between Assignors and Assignee, and is subject to all terms and conditions thereof. Any capitalized terms used but not otherwise defined herein shall have the meanings specified in the Asset Purchase Agreement.

WHEREAS, WP is the wholly-owned subsidiary of Seller;

WHEREAS, Assignors are the sole and exclusive owners of the registered and unregistered Trademarks, including without limitation the trademarks set forth on Schedule A, attached hereto, and of all of the goodwill appurtenant thereto; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignee is acquiring the Trademarks from Assignors.

Therefore, pursuant to the Asset Purchase Agreement, and in consideration of the good and valuable consideration furnished by Assignee to Assignors, the receipt and sufficiency of which is hereby acknowledged, Assignors and Assignee, intending to be legally bound, hereby covenant and agree as follows:

1. Assignment. Assignors hereby assign, transfer and convey to Assignee, its successors, assigns, or other legal representatives, without the necessity of any additional consideration, all right, title, and interest Assignors have in and to the Trademarks and in and to all of the goodwill appurtenant thereto, together with all claims for damages by reason of infringement of same, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Future Cooperation. Each Assignor further agrees that at any time and from time to time upon the reasonable request of the Assignee, such Assignor will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, instruments, transfers and assurances in order to assign, transfer, set over and convey unto, and vest in, the Assignee, its respective successors and assigns, the Trademarks, and to put the Assignee in actual possession and operating control thereof, free and clear of all liens, and to assist the Assignee in exercising all rights with respect thereto and to assure the Assignee of the full benefits thereof.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignors and Assignee with respect to the Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded

hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the respective successors and assigns of Assignors and Assignee. This Trademark Assignment shall not confer any rights or remedies upon any person other than the parties hereto, and their respective successors and assigns.

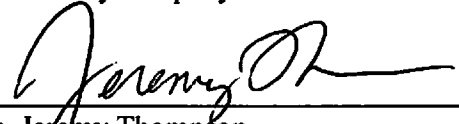
5. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

[Signature Page Follows]

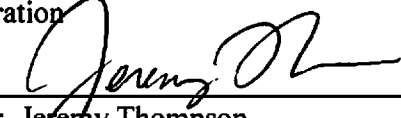
**IN WITNESS WHEREOF**, the parties have executed this Trademark Assignment as of the date first above written.

**ASSIGNORS:**

**WORLD PUBLICATIONS, LLC**, a Delaware limited liability company

By:   
Name: Jeremy Thompson  
Title: *Manager*

**BONNIER CORPORATION**, a Delaware corporation

By:   
Name: Jeremy Thompson  
Title: General Counsel

**ASSIGNEE:**

**PADI WORLDWIDE CORP.**, a California corporation

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the date first above written.

ASSIGNORS:

WORLD PUBLICATIONS, LLC, a Delaware  
limited liability company

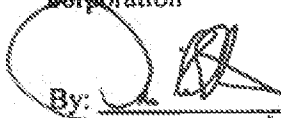
By: \_\_\_\_\_  
Name: Jeremy Thompson  
Title:

BONNIER CORPORATION, a Delaware  
corporation

By: \_\_\_\_\_  
Name: Jeremy Thompson  
Title: General Counsel

ASSIGNEE:

PADI WORLDWIDE CORP., a California  
corporation

By:  \_\_\_\_\_  
Name: *Doreen Ruben*  
Title: *President: CEO*

*[Signature Page to Trademark Assignment]*

**Schedule A**  
**Trademarks**

<b>Country</b>	<b>Trademark, Application and Registration Number</b>	<b>Owner Information</b>
US	<b>SCUBADIVING.COM</b> App. 75-671444 Reg. 2458750	WORLD PUBLICATIONS, LLC 460 N. Orlando Avenue, Suite 200 Winter Park, FLORIDA UNITED STATES 3278
US	<b>SCUBALAB</b> App. 85-274786 Reg. 4159975	WORLD PUBLICATIONS, LLC 460 N. Orlando Avenue, Suite 200 Winter Park, FLORIDA UNITED STATES 3278
US	<b>SEA HEROES</b> 85-277286 Reg. 4064952	WORLD PUBLICATIONS, LLC 460 N. Orlando Avenue, Suite 200 Winter Park, FLORIDA UNITED STATES 3278
US	<b>DIVER TO DIVER</b> App. 85-773406 Reg. 4336518	WORLD PUBLICATIONS, LLC 460 N. Orlando Avenue, Suite 200 Winter Park, FLORIDA UNITED STATES 3278
US	<b>SEA HEROES</b> App. 85-975545 Reg. 4077329	WORLD PUBLICATIONS, LLC 460 N. Orlando Avenue, Suite 200 Winter Park, FLORIDA UNITED STATES 3278
US	<b>SPORT DIVER</b> App. 77-337462 Reg. 3462012	WORLD PUBLICATIONS, LLC 460 N. Orlando Avenue, Suite 200 Winter Park, FLORIDA UNITED STATES 3278

Country	Trademark, Application and Registration Number	Owner Information
US	<b>SCUBA DIVING</b> App. 78-440239 Reg. 3008073	WORLD PUBLICATIONS, LLC 460 N. Orlando Avenue, Suite 200 Winter Park, FLORIDA UNITED STATES 3278
US	<b>SPORT DIVER</b> App. 75-463580 Reg. 2264599	WORLD PUBLICATIONS, LLC 460 N. Orlando Avenue, Suite 200 Winter Park, FLORIDA UNITED STATES 3278