

08-03-1999

MMN 7-30-99

Form PTO-1594  
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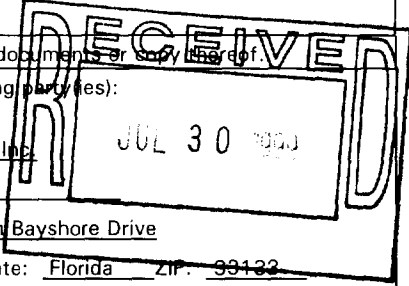
ET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of

101108329

Attached original documents or copy thereof



1. Name of conveying party(ies):  
National Marine Manufacturers Association, Inc.

Individuals  Association  
 General Partnership -  Limited Partnership  
 Corporation-State - Delaware  
 Other

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
Name: Affiliated Networks, Inc.  
Internal Address: \_\_\_\_\_  
Street Address: 2701 South Bayshore Drive  
City: Coconut Grove State: Florida ZIP: 33133

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation- Florida  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from Assignment)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: May 25, 1999

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)

Additional numbers attached?  Yes  No

Trademark Registration No.(s)\  
1,232,153

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Brian Jaenicke, Legal Assistant  
Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas  
City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved 1

7. Total fee (37 CFR 3.41): ..... \$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number: \_\_\_\_\_  
 (23-1705 in case of deficiency)  
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Brian T. Jaenicke  
Name of Person Signing

Brian T. Jaenicke  
Signature

7/30/99  
Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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new york 469806 .1 [25601' doc]

**TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is entered into this 25 day of May, 1999 by and between National Marine Manufacturers Association, Inc., a Delaware corporation with offices located at 200 East Randolph Drive, Suite 5100, Chicago, IL 60601 ("Assignor") and Affiliated Networks, Inc., a Florida corporation with offices located at 2701 South Bayshore Drive, Coconut Grove, FL. 33133 ("Assignee").

WHEREAS, Assignor has adopted and used in its business the trademark "MAREX", which is registered in the United States Patent and Trademark Office under Registration No. 1,232,153, dated March 22, 1983, in Class 35 for organizing and conducting trade shows in the boating products and boating accessories fields (the "Mark"); and

WHEREAS, Assignee is desirous of acquiring said Mark and the registration thereof for use in connection with its business;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by each of the parties hereto, the parties agree as follows:

**ARTICLE I**  
**GRANT**

1.1. Grant of Assignment. Assignor does hereby sell and assign unto Assignee and its successors and assigns forever, all of its rights, title and interest in and to the Mark together with the entire goodwill of the business symbolized by the Mark, the same to be held and enjoyed by the Assignee and its successors and assigns, to their own use to the end of the term of the Mark fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made.

1.2. Terms. Assignee hereby agrees to pay to Assignor the sum of Thirty Thousand dollars (\$30,000) within five (5) business days of the date of execution of this Agreement by both parties. In addition, Assignee hereby agrees to include, for so long as it uses the domain name [www.marex.com](http://www.marex.com), or any domain name using the word "MAREX" in combination with any other word to identify a business entity or to indicate the origin of any goods or services on Assignee's web site at Universal Resource Locator [www.marex.com](http://www.marex.com), a hotlink to Assignor's web site at Universal Resource Locator [www.nmma.org](http://www.nmma.org).

ARTICLE II  
COVENANT

2.1. Covenants. Assignee agrees that at no time shall it challenge the prior rights of Assignor in the Mark and Assignor agrees that at no time shall it (a) attack the title or rights of Assignee in the Mark; (b) claim any right, title or interest in or to the Mark; or (c) use, register or apply for registration of any trademarks, tradenames or Internet domain names identical to the Mark, including, without limitation, use or registration of the word "MAREX" in combination with any other word to identify a business entity or to indicate the origin or standard of quality of any goods or services.

ARTICLE III  
REPRESENTATIONS

3.1. Ownership. Assignor represents that it is the owner of all right, title and interest in and to the Mark.

3.2. Rights Unencumbered. Assignor represents that, to the best of its knowledge and belief, the assignment of rights pursuant to Article I herein, or exercise and enjoyment of said rights by Assignee, will not (i) violate any material agreement, commitment, grant, judgment or order to which Assignor is a party; (ii) contravene any law or regulation applicable to Assignor; or (iii) adversely affect or endanger the validity of the Mark.

ARTICLE IV  
MISCELLANEOUS

4.1. No Waiver. A waiver by any party of a breach of any provision of this Agreement will not be construed to be a waiver of any succeeding breach of the same or any other provision of this Agreement.

4.2. Captions. Captions, headings or titles to sections or paragraphs of this Agreement are for the purpose of reference only and shall not in any way affect the interpretation or construction hereof.

4.3. Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties hereto relating to the subject matter contained herein and merges all prior discussions between them and neither party shall be bound by any previous agreements, negotiations, commitments and writings other than as expressly stated in this Agreement.

4.4. Amendment. This Agreement may not be changed, modified or supplemented in any manner orally or otherwise except by an instrument in writing signed by a duly authorized representative of each of the parties hereto.

4.5. Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement shall be deemed to confer upon any other person any right or remedy under or by reason of this Agreement.

4.6. Law Governing Agreement. This Agreement shall be construed and interpreted according to the laws of the State of Illinois, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

4.7. Expenses. Assignee shall pay all expenses including expenses of counsel of both Assignor and Assignee in connection with the transaction contemplated hereby. Assignor warrants that its expenses for its counsel will not exceed \$2500.

4.8. Headings. The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof.

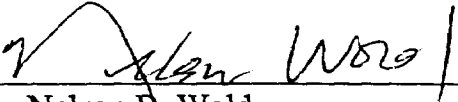
4.9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be as effective as delivery of a manually executed counterpart of this Agreement.

4.10. Mutual Drafting Acknowledgment. This Agreement is the result of the joint efforts of the parties hereto and each provision hereof has been subject to the mutual consultation, negotiation and agreement of the parties and their counsel, and there shall be no construction against any party based upon any presumption of that party's involvement in the drafting hereof.

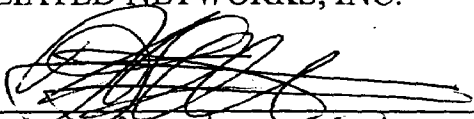
4.11. Cooperation. Each of the parties hereto shall use commercially reasonable efforts to take or cause to be taken all action, to cooperate with the other party hereto with respect to all actions, and to do or cause to be done all things necessary, proper or advisable to consummate the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of this  
25 day of May, 1999.

NATIONAL MARINE MANUFACTURERS  
ASSOCIATION, INC.

By:   
Nelson B. Wold  
Executive Vice President

AFFILIATED NETWORKS, INC.

By:   
Name: David A. Schwedel  
Title: president & CEO

MARK:

REG. NO.

REG. DATE

MAREX

1,232,153

March 22, 1983