

07-07-2004

7.1.04

RECOR



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TO THE ASSISTANT COMMISSIONER OF PATENTS AND

... records the attached original documents or copy thereof.

1. Name of conveying party(ies): (If multiple assignors, list numerically)

International Padi, Inc.

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State: California
- Other:

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

2. Name and address of receiving party(ies):

Name: Project A.W.A.R.E. Foundation
Street Address: 30151 Tomas Street
City: Rancho Santa Margarita State: CA ZIP: 92688

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State: California
- 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) and address(es) attached?
 Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other:

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above) June 11, 2004

4. Application number(s) or registration number(s):

- a. Trademark Application No(s):
- b. Trademark Registration Numbers:
1,852,668 2,381,505
~~1,778,176~~ 1,811,321
1,860,046

Additional numbers attached? Yes No

OPR/FINANCE
2004 JUL -1 AM 7:14

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Diane M. Reed
KNOBBE, MARTENS, OLSON & BEAR, LLP
Customer No. 20,995
Internal Address: Fourteenth Floor
Street Address: 2040 Main Street
City: Irvine State: CA ZIP: 92614
Attorney Docket #: PADII.015T/016T/017T/039T/040T

7. Total fee (37 CFR 1.21(h)): \$140

Enclosed

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and registrations involved: 5

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.

Diane M. Reed
Name of Person Signing

Signature

6/28/2004
Date

Total number of pages including cover sheet, attachments and document: 3

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

07/06/2004 MBETACHE 00000035 1852668

01 FC:0521 40.00 OP
02 FC:0522 100.00 OP

Mail Stop Assignment Recordation Services
Director, U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of September 1, 2003, by and between International PADI, Inc., a California corporation ("ASSIGNOR"), and Project A.W.A.R.E. Foundation, a California corporation ("ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of the trademarks listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as "Trademarks") worldwide;

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, ASSIGNOR is the owner of the trademark registrations for the Trademarks in the U.S. and foreign countries listed in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as "Registrations");

WHEREAS, ASSIGNEE desires to acquire all rights, title, and interest in and to the Trademarks and Registrations worldwide; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademarks and Registrations worldwide;


NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:

- (1) the Trademarks set forth in Schedule A; and
- (2) the Registrations set forth in Schedule B;

together with the goodwill symbolized by said Trademarks, Registrations, concurrent with the transfer of certain tangible assets as indicia of said goodwill.

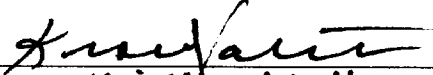
Executed this 11 day of June, 2004

International PADI, Inc., a California corporation

By: 
Name: Gary Prenovost
Title: Director

Executed this 11th day of June, 2004

Project A.W.A.R.E. Foundation, a California corporation

By: 
Name: Kristin Valette
Title: Executive Director

SCHEDULES TO TRADEMARK ASSIGNMENT





SCHEDULE A

- Trademarks: (1) PROJECT A.W.A.R.E.
(2) The "Diver and Fish Logo"




SCHEDULE B

U.S. Trademark Registrations:

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>INTL. CLASS</u>
PROJECT A.W.A.R.E.	1,852,668	09/06/94	41
PROJECT A.W.A.R.E.	1,778,176	06/22/93	42
	1,860,046	10/25/94	41
	2,381,505	08/29/00	25
	1,811,321	12/14/93	42
	1,840,158	06/14/94	25

Foreign Trademark Registrations

CANADA

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
PROJECT A.W.A.R.E.	505,855	12/22/98
	508,994	03/09/99

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