

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
CAPITAL INVESTMENTS & VENTURES CORP.		07/27/2007	CORPORATION: CALIFORNIA
PADI WORLDWIDE CORP.		07/27/2007	CORPORATION: CALIFORNIA
PADI AMERICAS, INC.		07/27/2007	CORPORATION: CALIFORNIA
CURRENT PUBLISHING CORP.		07/27/2007	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	EMPORIA CAPITAL FUNDING LLC, as administrative agent for the Lenders		
Street Address:	515 SOUTH FIGUEROA STREET, 11TH FLOOR		
Internal Address:	ATTN: DAVID LIGON		
City:	LOS ANGELES		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 36			
Property Type	Number	Word Mark	
Registration Number:	3185530	CURRENT PUBLISHING CORP	
Registration Number:	3027999	LIFE ON AN OCEAN PLANET	
Registration Number:	1230495	I C F S INTERNATIONAL CORK AND FORK SOCIETY EPICURIANS	
Registration Number:	2479554	BUBBLEMAKER	
Registration Number:	1732989	DISCOVER SCUBA	
Registration Number:	1720854	DISCOVER SCUBA	
Registration Number:	1330869	DIVE INDUSTRY NEWS	
Registration Number:	1900979	DIVE-CHEK	
Registration Number:	1336842		

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REEL: 003614 FRAME: 0258

Registration Number:	1375143	
Registration Number:	1375196	
Registration Number:	1375784	
Registration Number:	3157806	GO DIVE
Registration Number:	2251800	GOLD PALM RESORT
Registration Number:	1005461	PADI
Registration Number:	2194577	PADI CDC CAREER DEVELOPMENT CENTER
Registration Number:	2272724	PADI DIVING SOCIETY
Registration Number:	2202584	PADI DIVING SOCIETY
Registration Number:	2974287	PADI ELEARNING
Registration Number:	1243542	PADI
Registration Number:	1595478	PADI
Registration Number:	1645599	PADI
Registration Number:	2668729	PADI SEAL TEAM
Registration Number:	2695113	PADI SEAL TEAM
Registration Number:	2236431	PADI TRAVEL NETWORK
Registration Number:	2316350	PADI TRAVEL NETWORK
Registration Number:	1282464	PROFESSIONAL ASSOCIATION OF DIVING INSTRUCTORS
Registration Number:	1164966	PROFESSIONAL ASSOCIATION OF DIVING INSTRUCTORS
Registration Number:	2670992	TEC REC
Registration Number:	2670991	TEC REC
Registration Number:	2497634	THE TRUSTED NAME IN DIVE TRAVEL
Registration Number:	2497635	THE TRUSTED NAME IN DIVE TRAVEL
Registration Number:	1992545	THE WAY THE WORLD LEARNS TO DIVE
Registration Number:	1988042	THE WAY THE WORLD LEARNS TO DIVE
Registration Number:	1287880	UNDERSEA JOURNAL
Serial Number:	78741835	GO DIVE

CORRESPONDENCE DATA

Fax Number: (213)226-4028

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (213) 488-7100

Email: kevin.davis@pillsburylaw.com

Correspondent Name: KATE BURKART-PAULSON, ESQ.

Address Line 1: PILLSBURY WINTHROP SHAW PITTMAN LLP

Address Line 2: 725 SOUTH FIGUEROA STREET, SUITE 2800

Address Line 4: LOS ANGELES, CALIFORNIA 90017-5406

TRADEMARK

REEL: 003614 FRAME: 0259

ATTORNEY DOCKET NUMBER:	026117-0000008
NAME OF SUBMITTER:	KATE BURKART-PAULSON
Signature:	/Kate Burkart-Paulson/
Date:	08/31/2007

Total Attachments: 63

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SECURITY AGREEMENT

This SECURITY AGREEMENT ("Agreement") is dated as of July 27, 2007, and made by CAPITAL INVESTMENTS & VENTURES CORP., a California corporation, PADI WORLDWIDE CORP., a California corporation, PADI AMERICAS, INC., a California corporation and CURRENT PUBLISHING CORP., a California corporation, whose obligations hereunder shall be joint and several (each, a "Grantor" and collectively, the "Grantors"), in favor of EMPORIA CAPITAL FUNDING LLC, as administrative agent (in such capacity, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below, the "Lenders").

RECITALS

A. The Agent and the Lenders have entered into that certain Credit Agreement dated as of even date herewith (said Agreement, as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, being called the "Credit Agreement") with the Grantors.

B. It is a condition precedent to the extension of credit by the Lenders under the Credit Agreement that the Grantors shall have executed and delivered this Agreement.

C. Terms defined in the Credit Agreement and not otherwise defined herein have the same respective meanings when used herein, and the rules of interpretation set forth in Section 1.2 of the Credit Agreement are incorporated herein by reference. Schedule and Exhibit references are to this Agreement unless otherwise specified, and each such Schedule and Exhibit is incorporated herein. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation".

AGREEMENT

NOW, THEREFORE, in order to induce the Lenders and the Agent to enter into the Credit Agreement and for other good and valuable consideration, the receipt and adequacy of which hereby is acknowledged, each Grantor hereby represents, warrants, covenants, agrees, assigns and grants as follows:

1. Definitions. Unless the context otherwise requires, terms defined in the Uniform Commercial Code of the State of California (the "Uniform Commercial Code") and not otherwise defined in this Agreement or in the Credit Agreement shall have the meanings defined for those terms in the Uniform Commercial Code. In addition, the following terms shall have the meanings respectively set forth after each:

"Certificates" means all certificates, instruments and other documents now or hereafter representing or evidencing any Pledged Securities, Pledged Partnership Interests or any Pledged Limited Liability Company Interests.

“Collateral” means all present and future right, title and interest of each Grantor in or to any property or assets whatsoever, whether now owned or existing or hereafter arising or acquired and wheresoever located, and all rights and powers of such Grantor to transfer any interest in or to any property or assets whatsoever, including, any and all of the following property:

(a) All present and future accounts, accounts receivable, agreements, guarantees, contracts, leases, licenses, contract rights, health-care-insurance receivables, letter-of-credit rights and other rights to payment (collectively, the “Accounts”), together with all instruments, documents, chattel paper, security agreements, guaranties, undertakings, surety bonds, insurance policies, notes and drafts, all other supporting obligations, and all forms of obligations owing to any Grantor or in which any Grantor may have any interest, however created or arising;

(b) All present and future general intangibles, payment intangibles, agreements, guarantees, contracts, contract rights, letter-of-credit rights, instruments, documents, leases, licenses and rights to payment; and all other forms of obligations owing to any Grantor or in which any Grantor may have any interest, however created or arising; all tax refunds of every kind and nature to which any Grantor now or hereafter may become entitled, however arising, all other refunds, all commitments to extend financing to any Grantor, and all deposits, goodwill, choses in action, trade secrets, computer programs, software, customer lists, trademarks, trade names, patents, licenses, copyrights, technology, processes, proprietary information, insurance proceeds and warranties including, the Copyrights, the Patents, the Marks and the goodwill of any Grantor’s business connected with and symbolized by the Marks;

(c) All present and future demand, time, savings, passbook, deposit and like accounts (general or special) (collectively, the “Deposit Accounts”) in which any Grantor has any interest which is maintained with any bank, savings and loan association, credit union or like organization, including, each account listed on Schedule E (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement), and all money, cash and cash equivalents of any Grantor, whether or not deposited in any Deposit Account;

(d) All present and future books and records, including, books of account and ledgers of every kind and nature, all electronically recorded data relating to any Grantor or the business thereof, all receptacles and containers for such records, and all files and correspondence;

(e) All present and future goods, including, all furniture, fixtures, furnishings, machinery, automobiles, trucks, other vehicles, spare parts, supplies, equipment and other tangible property owned by any Grantor and used, held for use or useful in connection with its business, wherever located, and all other goods used in connection with or in the conduct of any Grantor’s business or otherwise owned by any Grantor (collectively, the “Equipment”);

(f) All present and future inventory and merchandise, including, all present and future goods held for sale or lease or to be furnished under a contract of service, all raw materials, work in process and finished goods, all packing materials, supplies and containers relating to or used in connection with any of the foregoing, and all bills of lading, warehouse receipts and documents of title relating to any of the foregoing (collectively, the “Inventory”);

(g) All present and future stocks, bonds, debentures, certificated and uncertificated securities, security entitlements, subscription rights, options, warrants, puts, calls, certificates, securities accounts, commodity contracts, commodity accounts, partnership interests, limited liability company interests, joint venture interests and investment and/or brokerage accounts, and all other investment property, including, the Certificates, the Pledged Securities, the Pledged Partnership Interests and the Pledged Limited Liability Company Interests, and all rights, preferences, privileges, dividends, distributions (in cash or in kind), redemption payments or liquidation payments with respect thereto;

(h) All present and future accessions, appurtenances, components, repairs, repair parts, spare parts, replacements, substitutions, additions, issue and/or improvements to or of or with respect to any of the foregoing;

(i) All other tangible and intangible personal property of any Grantor;

(j) All rights, remedies, powers and/or privileges of any Grantor with respect to any of the foregoing; and

(k) Any and all proceeds and products of the foregoing, including, all money, accounts, general intangibles, deposit accounts, documents, instruments, letter-of-credit rights, investment property, chattel paper, goods, insurance proceeds and any other tangible or intangible property received upon the sale or disposition of any of the foregoing.

Notwithstanding anything herein to the contrary, "Collateral" shall not include any written agreement which specifically prohibits assignment thereof or grant of a security interest therein but only to the extent of such prohibition, and only to the extent that the terms and provisions of such written agreement creating or evidencing such property or any rights relating thereto expressly prohibit the granting of a security interest therein or condition the granting of a security interest therein on the consent of a third party whose consent has not been obtained or would cause, or allow a third party to cause, forfeiture of such property upon the granting of a security interest therein or a breach under any written agreement relating thereto; provided that (i) the Collateral expressly shall include any proceeds of any of the foregoing assets and (ii) any of the agreements excluded in accordance with the foregoing shall cease to be so excluded (a) to the extent such prohibition is, or would be (in the case of after-acquired property or changes to applicable law), rendered ineffective under Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code of any relevant jurisdiction (or any successor provision) or any other applicable law (including any bankruptcy laws) or principles of equity; or (b) if the Grantors have obtained all of the consents of the other parties to such agreement necessary for the assignment of, or creation of a security interest in, such agreement; and provided further that immediately upon the ineffectiveness, lapse or termination of any such prohibition in any such agreement, the Collateral shall include, and the Grantors shall be deemed to have granted a security interest in, all such rights and interest.

Notwithstanding any provision in this Agreement to the contrary, "Collateral" shall not include the shares of The PADI Risk Purchasing Group, Inc. owned by PADI Americas, Inc. and the shares of Cardiac Output Technologies owned by Capital Investments & Ventures Corp.

“Copyrights” means all:

(a) copyrights, whether or not published or registered under the Copyright Act of 1976, 17 U.S.C. Section 101 et seq., as the same shall be amended from time to time, and any predecessor or successor statute thereto (the “Copyright Act”), and applications for registration of copyrights, and all works of authorship and other intellectual property rights therein, including, copyrights for computer programs, source code and object code data bases and related materials and documentation, and including the registered copyrights and copyright applications listed on Schedule B (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement), and (i) all renewals, revisions, derivative works, enhancements, modifications, updates, new releases and other revisions thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all of each Grantor’s rights corresponding thereto throughout the world;

(b) rights under or interests in any copyright license agreements with any other party, whether any Grantor is a licensee or licensor under any such license agreement, including, the copyright license agreements listed on Schedule B (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement), and the right to use the foregoing in connection with the enforcement of the Secured Party’s rights under the Loan Documents; and

(c) copyrightable materials now or hereafter owned by any Grantor, all tangible property embodying the copyrights or copyrightable materials described herein, and all tangible property covered by the licenses described in clause (b) hereof.

“Limited Liability Company Assets” means all assets, whether tangible or intangible and whether real, personal or mixed (including, all limited liability company capital and interests in other limited liability companies), at any time owned or represented by any Limited Liability Company Interests.

“Limited Liability Company Interests” means the entire limited liability company interest at any time owned by any Grantor in any Pledged Entity.

“Marks” means all (i) trademarks, trademark registrations, interests under trademark license agreements, trade names, trademark applications, service marks, business names, trade styles, designs, logos and other source or business identifiers which are used in the United States or any state, territory or possession thereof, or in any other place, nation or jurisdiction anywhere in the world, including the registered trademarks, trademark registrations and applications listed on Schedule B (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement), (ii) licenses pertaining to any such mark, whether any Grantor is a licensor or licensee including, the licenses listed on Schedule B (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement), (iii) all income, royalties, damages and payments now and hereafter due and/or payable with respect to any such mark or any such license, including, damages and payments for past, present or future infringements thereof, (iv) rights to sue for past, present and future infringements thereof,

(v) rights corresponding thereto throughout the world, (vi) all product specification documents and production and quality control manuals used in the manufacture of products sold under or in connection with such marks, (vii) all documents that reveal the name and address of all sources of supply of, and all terms of purchase and delivery for, all materials and components used in the production of products sold under or in connection with such marks, (viii) all documents constituting or concerning the then current or proposed advertising and promotion by any Grantor, its subsidiaries or licensees of products sold under or in connection with such marks, including all documents that reveal the media used or to be used and the cost for all such advertising and (ix) renewals and proceeds of any of the foregoing.

“Patents” means all (i) letters patent, design patents, utility patents, inventions and trade secrets, all patents and patent applications in the United States Patent and Trademark Office, and all interests under patent license agreements, including the inventions and improvements described and claimed therein, including the registered patents, patent applications and patent license agreements listed on Schedule B (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement), (ii) licenses pertaining to any patent whether any Grantor is a licensor or licensee, (iii) income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, damages and payments for past, present or future infringements thereof, (iv) rights to sue for past, present and future infringements thereof, (v) rights corresponding thereto throughout the world and (vi) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing.

“Pledged Collateral” means the Certificates, the Pledged Securities, the Pledged Partnership Interests and the Pledged Limited Liability Company Interests.

“Pledged Entity” means each limited liability company set forth in Schedule A (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement), together with any other limited liability company in which any Grantor may have an interest at any time.

“Pledged Limited Liability Company Interests” means all interests in each Pledged Entity held by any Grantor, including those Limited Liability Company Interests identified in Schedule A (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement), including (i) all the capital thereof and any Grantor’s interests in all profits, losses, Limited Liability Company Assets and other distributions in respect thereof; (ii) all other payments due or to become due to any Grantor in respect of such Limited Liability Company Interests; (iii) all of any Grantor’s claims, rights, powers, privileges, authority, options, security interests, liens and remedies in respect of such Limited Liability Company Interests; (iv) all of any Grantor’s rights to exercise and enforce every right, power, remedy, authority, option and privilege relating to such Limited Liability Company Interests; and (v) all other property delivered in substitution for or in addition to any of the foregoing and all certificates and instruments representing or evidencing such other property received, receivable or otherwise distributed in respect of or in exchange for any or all thereof.

“Pledged Partnership Interests” means all interests in any partnership or joint venture held by any Grantor, including those partnerships and/or joint ventures identified in Schedule A

(as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement) and all dividends, cash, instruments and other properties from time to time received, to be received or otherwise distributed in respect of or in exchange for any or all of such interests.

“Pledged Securities” means all shares of Capital Stock of any issuer in which any Grantor has an interest, including, those shares of stock identified in Schedule A (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement) and all dividends, cash, instruments and other properties from time to time received, to be received or otherwise distributed in respect of or in exchange for any or all of such shares; provided, however, that the Pledged Securities shall not include (i) more than 65% of the issued and outstanding voting Capital Stock of any Foreign Subsidiary directly held by such Grantor (or such greater amount of such Capital Stock as shall not cause any Borrower to incur adverse tax consequences under Section 956 of the Code), (ii) Capital Stock of any Foreign Subsidiary not directly held by such Grantor or (iii) unless such entity becomes an Expanded Material Foreign Subsidiary (as contemplated by Section 5.10(b) of the Credit Agreement), the Capital Stock of Emergency First Response Europe, Ltd. or PADI Brasil Comercio, Importacao E Exportacao Ltda - EPP.

“Secured Party” means, collectively, the Agent, the Lenders and each counterparty to a Hedging Agreement entered into with respect to the Credit Agreement, provided that such counterparty is (or was at the time such Hedging Agreement was entered into) a Lender or an affiliate of a Lender.

2. Creation of Security Interest. Each Grantor hereby assigns and pledges to the Agent for the ratable benefit of the Secured Party, and grants to the Agent for the ratable benefit of the Secured Party a security interest in and to, all right, title and interest of such Grantor in and to all presently existing and hereafter acquired Collateral.

3. Security for Obligations. This Agreement and the pledges made and security interests granted herein secure the prompt payment, in full in cash, and full performance of, the Obligations.

4. Delivery of Pledged Collateral.

(a) Each Certificate shall, on (i) the Closing Date (with respect to Certificates existing on such date) and (ii) on the date of receipt or acquisition by any Grantor (with respect to Certificates received or acquired after the Closing Date), be delivered to and held by the Agent on behalf of the Secured Party and shall be in suitable form for transfer by delivery, or shall be accompanied by duly executed undated endorsements, instruments of transfer or assignment in blank, all in form and substance reasonably satisfactory to the Agent.

(b) The Agent shall have the right, upon the occurrence and during the continuance of an Event of Default, without notice to any Grantor, to transfer to or to direct any Grantor or any nominee of any Grantor to register or cause to be registered in the name of the Agent or any of its nominees any or all of the Pledged Collateral. In addition, the Agent shall have the right at

any time to exchange certificates or instruments representing or evidencing Pledged Collateral for certificates or instruments of smaller or larger denominations.

5. Further Assurances.

(a) At any time and from time to time, at the reasonable written request of the Agent, the Grantors shall execute and deliver to the Agent, at the Grantors' expense, all such financing statements and other instruments, certificates and documents in form and substance reasonably satisfactory to the Agent, and perform all such other acts as shall be necessary or desirable to fully perfect or protect or maintain, when filed, recorded, delivered or performed, the Secured Party's security interests granted pursuant to this Agreement or to enable the Agent and the Lenders to exercise and enforce their rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, each Grantor shall: (i) at the request of the Agent, mark conspicuously each document included in the Inventory and each other contract relating to the Accounts, and all chattel paper, instruments and other documents and each of their records pertaining to the Collateral with a legend, in form and substance reasonably satisfactory to the Agent, indicating that such document, contract, chattel paper, instrument or Collateral is subject to the security interests granted hereby; (ii) at the request of the Agent, if any Account or contract or other writing relating thereto shall be evidenced by a promissory note or other instrument with a face value in excess of \$50,000 or an aggregate face value in excess of \$100,000, deliver and pledge to the Agent, for the ratable benefit of the Secured Party, such note(s) and/or other instrument(s) duly endorsed and accompanied by duly executed undated instruments of transfer or assignment, all in form and substance reasonably satisfactory to the Agent; (iii) authorize the filing of such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as the Agent may reasonably request, in order to perfect and preserve, with the required priority, the security interests granted, or purported to be granted hereby; (iv) upon such Grantor's registration, or application therefor, of any copyright under the Copyright Act, at the Agent's request execute and deliver to the Agent for recordation and filing in the United States Copyright Office a copy of this Agreement or another appropriate copyright mortgage document in form and substance reasonably satisfactory to the Agent; (v) upon such Grantor's registration, or application therefor, of any Patent or Mark, at the Agent's request execute and deliver to the Agent for recordation and filing in the United States Patent and Trademark Office a copy of this Agreement or another appropriate patent or trademark mortgage document, as applicable, in form and substance reasonably satisfactory to the Agent; and (vi) at the request of the Agent, cause Control Agreements, in form and substance reasonably satisfactory to the Agent, to be executed by all parties necessary to establish "control" under the Uniform Commercial Code with respect to all deposit accounts, investment property, letter-of-credit rights and electronic chattel paper of such Grantor; provided that, no Control Agreements shall be required to be delivered with respect to deposit accounts with an individual principal balance of less than \$100,000 at any time; and provided further that, all accounts not subject to Control Agreements shall not have an aggregate balance of more than \$200,000 at any time.

(b) At any time and from time to time, the Agent shall be entitled to file and/or record any or all such financing statements, instruments and documents held by it, and any or all such further financing statements, documents and instruments, relative to the Collateral or any part

thereof in each instance, and to take all such other actions as the Agent may reasonably deem appropriate to perfect and to maintain perfected the security interests granted herein.

(c) Each Grantor hereby authorizes the Agent to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of such Grantor where permitted by law. A carbon, photographic or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(d) Each Grantor shall furnish to the Agent concurrently with the delivery of the Covenant Compliance Certificate referred to in Section 5.2 of the Credit Agreement, statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Agent may reasonably request including the following: (i) if such Grantor obtains any rights or interests in any Deposit Accounts, securities accounts or other investment property (other than that referred to on Schedule A), such Grantor shall, in addition to all other acts required to be performed in respect thereof pursuant to this Agreement, supplement Schedule E to reflect such additional Deposit Accounts, securities accounts or other investment property; (ii) if such Grantor registers, or applies for registration of, any copyright under the Copyright Act, such Grantor shall, in addition to all other acts required to be performed in respect thereof pursuant to this Agreement, supplement Schedule B to reflect the registration of such copyright or application therefor; (iii) if such Grantor registers or applies for registration of any Marks, or obtains any rights or interests in any registered Marks, such Grantor shall, in addition to all other acts required to be performed in respect thereof pursuant to this Agreement, supplement Schedule B to reflect such additional Marks; (iv) if such Grantor registers or applies for registration of any Patents or obtains any rights or interests in any registered Patents, such Grantor shall, in addition to all other acts required to be performed in respect thereof pursuant to this Agreement, supplement Schedule B to reflect such Patents; and (v) if such Grantor receives or acquires any additional shares of capital stock of any Person, any additional partnership interests in any partnership or joint venture or any additional Limited Liability Company Interests, such Grantor shall, in addition to all other acts required to be performed in respect thereof pursuant to this Agreement, supplement Schedule A to reflect such additional Pledged Collateral.

(e) With respect to any Collateral consisting of certificates of title or the like as to which the Secured Party's security interest need be perfected by, or the priority thereof need be assured by, notation on the certificate of title pertaining to such Collateral, each Grantor will (i) promptly notify the Agent of the acquisition thereof and (ii) at the request of the Agent, cause such security interest to be noted on such certificate of title.

(f) With respect to any Collateral consisting of certificates of stock, securities, instruments, partnership or joint venture interests, interests in limited liability companies, or the like, each Grantor hereby consents and agrees that, upon the occurrence and during the continuance of an Event of Default, the issuers of, or obligors on, any such Collateral, or any registrar or transfer agent or trustee for any such Collateral, shall be entitled to accept the provisions of this Agreement as conclusive evidence of the right of the Agent to effect any transfer or exercise any right hereunder or with respect to any such Collateral subject to the terms hereof, notwithstanding any other notice or direction to the contrary heretofore or hereafter given

by any Grantor or any other Person to such issuers or such obligors or to any such registrar or transfer agent or trustee.

(g) Upon any Grantor's obtaining any rights or interests in any tangible chattel paper or electronic chattel paper, such Grantor shall, in addition to all other acts required to be performed in respect thereof pursuant to this Agreement, promptly notify the Agent of such rights or interests.

6. Voting Rights; Dividends; Etc. So long as no Event of Default shall have occurred and be continuing:

(a) Voting Rights. Each Grantor shall be entitled to exercise any and all voting and other consensual rights pertaining to the Pledged Securities, the Pledged Partnership Interests and the Pledged Limited Liability Company Interests (including, all voting, consent, administration, management and other rights and remedies under any partnership agreement or any operating agreement or otherwise with respect to the Pledged Securities, the Pledged Partnership Interests or the Pledged Limited Liability Company Interests), or any part thereof, for any purpose not inconsistent with the terms of this Agreement, the Credit Agreement or the other Loan Documents; provided, however, that no Grantor shall exercise any such right if it would result in a Default.

(b) Dividend and Distribution Rights. Subject to the terms of the Credit Agreement, each Grantor shall be entitled to receive and to retain and use any and all dividends or distributions paid in respect of the Pledged Securities, the Pledged Partnership Interests or the Pledged Limited Liability Company Interests; provided, however, that any and all

(i) non-cash dividends or distributions in the form of capital stock, certificated limited liability company interests, instruments or other property received, receivable or otherwise distributed in respect of, or in exchange for, any Pledged Securities, Pledged Partnership Interests or Pledged Limited Liability Company Interests,

(ii) dividends and other distributions paid or payable in cash in respect of any Pledged Securities, Pledged Partnership Interests or Pledged Limited Liability Company Interests in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid-in-surplus, and

(iii) cash paid, payable or otherwise distributed in redemption of, or in exchange for, any Pledged Securities, Pledged Partnership Interests or Pledged Limited Liability Company Interests,

shall forthwith be delivered to the Agent to be held as Collateral or applied to the Obligations in accordance with the Credit Agreement, as the Agent may elect; and, if received by any Grantor, shall be received in trust for the benefit of the Secured Party, be segregated from the other property of such Grantor and forthwith be delivered to the Agent in the same form as so received (with any necessary endorsements).

7. Rights as to Pledged Collateral During Event of Default. When an Event of Default has occurred and is continuing:

(a) Voting, Dividend and Distribution Rights. At the option of the Agent and upon written notice from the Agent to the Grantors, all rights of any Grantor to exercise the voting and other consensual rights which it would otherwise be entitled to exercise pursuant to Section 6(a) above, and to receive the dividends and distributions which it would otherwise be authorized to receive and retain pursuant to Section 6(b) above, shall cease, and all such rights shall thereupon become vested in the Agent who shall thereupon have the sole right to exercise such voting and other consensual rights and to receive and to hold as Pledged Collateral such dividends and distributions.

(b) Dividends and Distributions Held in Trust. All dividends and other distributions which are received by any Grantor contrary to the provisions of Section 7(a) of this Agreement shall be received in trust for the benefit of the Secured Party, shall be segregated from other funds of such Grantor and forthwith shall be paid over to the Agent as Collateral in the same form as so received (with any necessary endorsements).

(c) Registration. Determination by the Agent to exercise its right to sell pursuant to Section 16 hereof any or all of the Pledged Securities without registering the Pledged Securities under the Securities Act of 1933 shall not, by the sole fact of such sale, be deemed to be commercially unreasonable.

8. Irrevocable Proxy. Each Grantor hereby revokes all previous proxies with regard to the Pledged Securities, the Pledged Partnership Interests (if such interests are limited partnership interests) and the Pledged Limited Liability Company Interests and appoints the Agent as its proxyholder and attorney-in-fact to (i) attend and vote at any and all meetings of the shareholders of the corporation(s) which issued the Pledged Securities (whether or not transferred into the name of the Agent), and any adjournments thereof, held on or after the date of the giving of this proxy and to execute any and all written consents, waivers and ratifications of shareholders of such corporation(s) executed on or after the date of the giving of this proxy with the same effect as if such Grantor had personally attended the meetings or had personally voted its shares or had personally signed the written consents, waivers or ratification, and (ii) attend and vote at any and all meetings of the members of the Pledged Entities (whether or not such Pledged Limited Liability Company Interests or Pledged Partnership Interests are transferred into the name of the Agent), and any adjournments thereof, held on or after the date of the giving of this proxy and to execute any and all written consents, waivers and ratifications of the Pledged Entities executed on or after the date of the giving of this proxy with the same effect as if such Grantor had personally attended the meetings or had personally voted on its Limited Liability Company Interests or Pledged Partnership Interests or had personally signed the consents, waivers or ratifications; provided, however, that the Agent as proxyholder and attorney-in-fact shall have rights hereunder only upon the occurrence and during the continuance of an Event of Default. Each Grantor hereby authorizes the Agent to substitute another Person (which Person shall be a successor to the rights of the Agent hereunder in accordance with the terms of the Credit Agreement or a nominee appointed by the Agent to serve as proxyholder) as the proxyholder and, upon the occurrence or during the continuance of any Event of Default, hereby authorizes and directs the proxyholder to file this proxy and the substitution instrument with the secretary of the appropriate corporation, limited partnership or limited liability company. This proxy is coupled with an interest and is irrevocable until such time each Commitment has expired and all Obligations have been indefeasibly paid in full.

9. Copyrights.

(a) Royalties. Each Grantor hereby agrees that the use by the Agent or any Lender of the Copyrights as authorized hereunder in connection with the Agent's or the Lenders' exercise of their rights and remedies hereunder shall be without any liability for royalties or other related charges from the Agent or the Lenders to any Grantor.

(b) Restrictions on Future Agreements. Subject to the terms hereof and of the Credit Agreement, each Grantor shall be permitted to manage, license and administer its Copyrights in such manner as such Grantor in its reasonable business judgment deems desirable; provided, however, that no Grantor will, without the Agent's prior written consent, (i) abandon any Copyright material to such Grantor's business ("Material Copyright") in which any Grantor now owns or hereafter acquires any rights or interests, (ii) enter into any license agreements with respect to any Material Copyright outside the ordinary course of business or (iii) with respect to any Material Copyright, fail to take any action, or permit any others (including licensees) to fail to take any action, which would customarily be taken by a Person in the same business and in similar circumstances as such Grantor.

(c) Duties of Grantors. Each Grantor agrees to: (i) prosecute diligently any federal copyright application included in the Material Copyrights, (ii) upon the occurrence and during the continuance of an Event of Default, make application for registration of such uncopyrighted but copyrightable material owned by such Grantor as the Agent reasonably deems appropriate, (iii) place notices of copyright on all material copyrightable property produced or owned by such Grantor embodying the Copyrights and cause its licensees to do the same, (iv) file and prosecute opposition and cancellation proceedings with respect to Material Copyrights, and (v) take all action necessary to preserve and maintain all of such Grantor's rights in those Copyrights that are or shall be necessary in the operation of such Grantor's business, including making timely filings for renewals and extensions of such registered Copyrights and diligently monitoring unauthorized use thereof. Any expenses incurred in connection with the foregoing shall be borne by the Grantors. Each Grantor shall take commercially reasonable efforts to ensure each use of its Material Copyrights includes proper statutory copyright markings, i.e., "©," a date and the author. Each Grantor shall notify the Agent of any suits it commences to enforce any Material Copyright and shall provide the Agent with copies of any documents reasonably requested by the Agent relating to such suits. Neither the Agent nor any of the Lenders shall have any duty with respect to the Copyrights other than to act lawfully and without gross negligence or willful misconduct, and to use reasonable care in the custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder. Without limiting the generality of the foregoing, neither the Agent nor the Lenders shall be under any obligation to take any steps necessary to preserve rights in the Copyrights against any other party, but the Agent may do so at its option upon the occurrence and during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the account of the Grantors and shall be added to the Obligations.

10. Patents and Marks.

(a) Royalties. Each Grantor hereby agrees that any rights granted hereunder to the Agent or any Lender with respect to Patents and Marks shall be applicable to all territories in

which such Grantor has the right to use such Patents and Marks, from time to time, and without any liability for royalties or other related charges from the Agent or the Lenders to such Grantor.

(b) Restrictions on Future Agreements. Subject to the terms hereof and of the Credit Agreement, such Grantor shall be permitted to manage, license and administer its Patents and Marks in such manner as such Grantor in its reasonable business judgment deems desirable; provided, however, that no Grantor will, without the Agent's prior written consent, (i) abandon any Patent or Mark material to such Grantor's business ("Material Patent or Mark") in which any Grantor now owns or hereafter acquires any rights or interests, (ii) enter into any license agreements with respect to any Material Patent or Mark outside the ordinary course of business or (iii) with respect to any Material Patent or Mark, fail to take any action, or permit any others (including licensees) to fail to take any action, which would customarily be taken by a Person in the same business and in similar circumstances as such Grantor.

(c) Duties of Grantors. Each Grantor agrees to: (i) prosecute diligently any patent application or trademark application included in the Material Patents or Marks, (ii) upon the occurrence and during the continuance of an Event of Default, make application on unpatented but patentable inventions owned by such Grantor and on unregistered Marks, as the case may be, as the Agent reasonably deems appropriate, (iii) file and prosecute opposition and cancellation proceedings with respect to Material Patents and Marks and (iv) take all action necessary to preserve and maintain all rights in those Patents and Marks that are or shall be necessary in the operation of such Grantor's business, including, making timely filings for renewals and extensions of any such Patents and Marks and diligently monitoring unauthorized use thereof. Any expenses incurred in connection with the foregoing shall be borne by the Grantors. Each Grantor shall give proper statutory notice in connection with its use of each registered Mark and each Patent to the extent necessary for the protection thereof. Each Grantor shall notify the Agent of any suit it commences to enforce any Material Patent or Material Mark and shall provide the Agent with copies of any documents reasonably requested by the Agent relating to such suit. Neither the Agent nor any of the Lenders shall have any duty with respect to the Patents and Marks other than to act lawfully and without gross negligence or willful misconduct, and to use reasonable care in the custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder. Without limiting the generality of the foregoing, neither the Agent nor the Lenders shall be under any obligation to take any steps necessary to preserve rights in the Patents and Marks against any other party, but the Agent may do so at its option upon the occurrence and during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the account of the Grantors and shall be added to the Obligations.

11. Grantors' Representations and Warranties. Each Grantor represents and warrants as follows:

(a) (i) Schedule C sets forth each location at which (A) Inventory and/or Equipment, having an aggregate value of more than \$200,000, is located and (B) such Grantor conducts business and, with respect to each such location, whether such Grantor is duly qualified and in good standing under the laws of such location; (ii) the chief executive office of such Grantor, where such Grantor keeps its records concerning the Collateral and the chattel paper evidencing the Collateral, is located at the address set forth for such Grantor on Schedule D; (iii) all records

concerning any Accounts and all originals of all contracts and other writings which evidence any Accounts are located at the addresses listed on Schedule D; (iv) such Grantor has exclusive possession and control of the Equipment and the Inventory, except for Equipment and Inventory which is in transit or located at the premises of printers for routine processing or as set forth on Schedule C; (v) such Grantor's exact legal name, and the place of formation of such Grantor, are as set forth in the preamble to this Agreement; (vi) each trade name or other fictitious name under which such Grantor conducts business, or has conducted business at any time during the five years immediately preceding the Closing Date, is set forth on Schedule 3.6 to the Credit Agreement; and (vii) such Grantor's state organizational identification number, if any, is set forth on Schedule F.

(b) Such Grantor is the legal and beneficial owner of the Collateral free and clear of all Liens except for Liens permitted by Section 6.3 of the Credit Agreement. Such Grantor has the power, authority and legal right to grant the security interests in the Collateral purported to be granted hereby, and to execute, deliver and perform this Agreement. The pledge of the Collateral pursuant to this Agreement creates a valid security interest in the Collateral. Upon the filing of appropriate financing statements in the filing offices set forth on Schedule F, the recordation of appropriate documentation with the United States Copyright Office and the United States Patent and Trademark Office, as applicable, the execution of Control Agreements with respect to the deposit accounts and the securities accounts of such Grantor and the delivery to the Agent of the Certificates, as the case may be, the Secured Party will have a first-priority perfected security interest (except for Liens permitted by Section 6.3 of the Credit Agreement) in the Collateral to the extent a security interest in such Collateral can be perfected by such filings, recordations, the giving of such notices and the delivery of such Certificates.

(c) The Pledged Securities and the Pledged Limited Liability Company Interests have been duly authorized and validly issued and are fully paid and nonassessable. All of the Pledged Securities are in certificated form (as contemplated by Article 8 of the Uniform Commercial Code). As of the Closing Date, there are no Pledged Limited Liability Company Interests.

(d) No consent of any Person, including, any partner in a partnership with respect to which such Grantor has pledged its interest as a Pledged Partnership Interest or any member in a Pledged Entity, is required for the pledge by such Grantor of the Collateral.

(e) The Pledged Securities described on Schedule A constitute (i) all of the shares of capital stock of any Person owned by such Grantor and (ii) that percentage of the issued and outstanding shares of the respective issuers thereof indicated on Schedule A, and there is no other class of shares issued and outstanding of the respective issuers thereof except as set forth on Schedule A. The Pledged Partnership Interests described on Schedule A constitute (i) all of the partnerships or joint ventures in which such Grantor has an interest and (ii) such Grantor's respective percentage interests in each such partnership or joint venture are as set forth on such Schedule A, and there is no other class of interests therein issued and outstanding except as set forth on Schedule A. The Pledged Limited Liability Company Interests described on Schedule A constitute (i) all of the Limited Liability Company Interests of such Grantor and (ii) such Grantor's respective percentage interests in each such Pledged Entity are as set forth on Schedule A, and there is no other class of interests therein issued and outstanding except as set forth on Schedule A.

(f) No authorization, approval or other action by, and no notice to or filing with, any Governmental Authority (other than such authorizations, approvals and other actions as have already been taken and are in full force and effect and filings referred to in Section 11(b) hereof) is required (A) for the pledge of the Collateral or the grant of the security interest in the Collateral by such Grantor hereby or for the execution, delivery or performance of this Agreement by such Grantor, or (B) for the exercise by the Agent of the voting rights in the Pledged Securities, the Pledged Partnership Interests and the Pledged Limited Liability Company Interests or of any other rights or remedies in respect of the Collateral hereunder except as may be required in connection with any disposition of Collateral consisting of securities by laws affecting the offering and sale of securities generally.

(g) As of the Closing Date, such Grantor does not own, is not a licensee of, nor has such Grantor applied for, any federally registered Copyrights, Marks or Patents, other than those set forth on Schedule B. Except as set forth on Schedule B, none of such Copyrights, Marks or Patents has been registered with any Governmental Authority, nor has an application for such registration been made.

(h) Schedule E sets forth (i) all of such Grantor's deposit accounts, (ii) all of such Grantor's securities accounts and other investment property (other than that referred to on Schedule A) and (iii) all letters of credit issued for the benefit of such Grantor, in each case, as of the Closing Date. Such Grantor has no chattel paper or electronic chattel paper.

(i) Such Grantor does not own or lease any vehicle having a value in excess of \$50,000 as of the Closing Date.

12. Grantors' Covenants. In addition to the other covenants and agreements set forth herein and in the other Loan Documents, each Grantor covenants and agrees as follows:

(a) Such Grantor will pay, prior to delinquency, all taxes, charges, Liens and assessments against the Collateral, except those with respect to which the amount or validity is being contested in good faith by appropriate proceedings and with respect to which reserves in conformity with GAAP have been provided on the books of such Grantor.

(b) The Collateral will not be used in violation of any material Requirement of Law applicable to such Grantor, nor used in any way that will void or impair any insurance required to be carried in connection therewith.

(c) Such Grantor will keep the Collateral in reasonably good repair, working order and operating condition (normal wear and tear excluded), and from time to time make all necessary and proper repairs, renewals, replacements, additions and improvements thereto.

(d) Such Grantor will take all reasonable steps to preserve and protect the Collateral.

(e) Such Grantor will promptly notify the Agent in writing in the event of any material damage to any material portion of the Collateral from any source whatsoever.

(f) Such Grantor will (i) not establish any location of Inventory or Equipment, having an aggregate value of more than \$200,000, not listed on Schedule C, except for Equipment and

Inventory which is in transit or located at the premises of printers for routine processing or, upon thirty (30) days prior written notice to the Agent (or such lesser period of time agreed upon by Agent), at other locations as set forth in such notice, (ii) not move its principal place of business, chief executive office or any other office listed on Schedule D, (iii) not adopt, use or conduct business under any trade name or other corporate or fictitious name not disclosed on Schedule 3.6 to the Credit Agreement, (iv) not acquire or open, as applicable, any deposit account or securities account, or acquire any letter of credit issued for the benefit of such Grantor, or deposit or maintain amounts in any payroll account in excess of the minimum amounts necessary to fund such Grantor's payroll obligations, (v) not create any chattel paper without placing a legend on the chattel paper acceptable to the Agent indicating the Agent's security interest therein, (vi) not change its legal name, its place of incorporation, formation or organization (as applicable) or its state organizational identification number, from those specified in the preamble to this Agreement and Schedule F; (vii) preserve its legal existence and not, in one transaction or a series of related transactions, merge into or consolidate with any other Person, or sell all or substantially all of its assets; (viii) not permit any issuer of Pledged Securities to issue any securities in uncertificated form or seek to convert all or any part of any Pledged Securities into uncertificated form (as contemplated by Article 8 of the Uniform Commercial Code), (ix) not permit any issuer of Pledged Limited Liability Company Interests to issue any Limited Liability Company Interests in certificated form or seek to convert all or any part of any Limited Liability Company Interests into certificated form (as contemplated by Article 8 of the Uniform Commercial Code), or (x) not permit any issuer of Pledged Securities or any Pledged Entity to issue any additional Capital Stock or membership interests or any other rights or options with respect thereto, as applicable, other than to such Grantor, except, in each case set forth in clauses (i)-(x) above, upon not less than 30 days' prior written notice to the Agent (or such lesser period of time agreed upon by Agent) and such Grantor's prior compliance with all applicable requirements of Section 5 hereof necessary to perfect the Secured Party's security interests hereunder, and in each case subject to the terms of the Credit Agreement.

(g) Such Grantor shall not permit any Equipment or Inventory, having an aggregate value of more than \$200,000, to be in the possession of a third party, except for Equipment and Inventory which is in transit or located at the premises of printers for routine processing, unless written notice of the Secured Party's security interest therein has been given to such third party, and such third party has acknowledged in writing that it is holding such Collateral for the benefit of the Secured Party, such notice and acknowledgement to be in form reasonably acceptable to the Secured Party.

(h) Such Grantor shall promptly notify the Agent in writing in the event that such Grantor becomes a licensee of any registered Copyright, Mark or Patent, other than those set forth on Schedule B and other than non-custom software and related intellectual property relating to its computer systems and other immaterial licenses, that is necessary for its business and shall execute any and all documents, instruments or agreements and perform any and all actions reasonably requested by the Agent to give an assignment thereof including procuring the consent of the licensor thereto.

13. Agent's Rights Regarding Collateral. At any time and from time to time, the Agent may, to the extent necessary or desirable to protect the security hereunder, but the Agent shall not be obligated to: (a) (whether or not a Default has occurred) itself or through its

representatives, visit and inspect any Grantor's properties and examine and make abstracts from any of its books and records at any reasonable time and as often as may reasonably be desired and discuss the business, operations, properties and financial and other condition of such Grantor with, and be advised as to the same by, officers of such Grantor (the expense of such visits and inspections to be as set forth in the Credit Agreement) or (b) if an Event of Default has occurred and is continuing, at the expense of the Grantors, perform any obligation of any Grantor under this Agreement. At any time and from time to time after an Event of Default has occurred and is continuing, at the expense of the Grantors, the Agent (for the benefit of the Secured Party) may, to the extent necessary or desirable to protect the security hereunder, but the Agent shall not be obligated to: (i) notify obligors on the Collateral that the Collateral has been assigned as security to the Agent for the benefit of the Secured Party; (ii) at any time and from time to time request from obligors on the Collateral, in the name of any Grantor or in the name of the Secured Party, information concerning the Collateral and the amounts owing thereon; and (iii) direct obligors under the contracts included in the Collateral to which any Grantor is a party to direct their performance to the Agent. Each Grantor shall keep proper books and records and accounts in which full, true and correct entries are made which permit the preparation of financial statements in accordance with GAAP and all material Requirements of Law shall be made of all material dealings and transactions pertaining to the Collateral. The Agent shall at all reasonable times have full access to and the right to audit any and all of any Grantor's books and records pertaining to the Collateral, and to confirm and verify the value of the Collateral. Neither the Agent nor the Lenders shall be under any duty or obligation whatsoever to take any action to preserve any rights of or against any prior or other parties in connection with the Collateral, to exercise any voting rights or managerial rights with respect to any Collateral or to make or give any presentments for payment, demands for performance, notices of non-performance, protests, notices of protest, notices of dishonor or notices of any other nature whatsoever in connection with the Collateral or the Obligations. Neither the Agent nor the Lenders shall be under any duty or obligation whatsoever to take any action to protect or preserve the Collateral or any rights of any Grantor therein, or to make collections or enforce payment thereon, or to participate in any foreclosure or other proceeding in connection therewith. Nothing contained herein shall constitute an assumption by the Agent or the Lenders of any obligations of any Grantor under any contracts assigned hereunder unless the Agent shall have given written notice to the counterparty to such assigned contract of the Agent's intention to assume such contract on behalf of the Secured Party. Each Grantor shall continue to be liable for performance of its obligations under such contracts.

Nothing contained herein shall be construed to make the Agent or any Lender liable as a stockholder of any corporation, member of any Pledged Entity or partner in any partnership with respect to which any Grantor has pledged its interests in Pledged Securities, Pledged Limited Liability Company Interests or Pledged Partnership Interests, and neither the Agent nor any Lender by virtue of this Agreement or otherwise (except as referred to in the following sentence) shall have any of the duties, obligations or liabilities of a stockholder of any such corporation, member of any such Pledged Entity or partner in such partnership. The parties hereto expressly agree that, unless the Agent shall become the absolute owner of any Pledged Securities or Pledged Limited Liability Company Interests or Pledged Partnership Interests pursuant hereto, this Agreement shall not be construed as creating a partnership or joint venture among the Agent, any Lender, any such corporation, any such Pledged Entity or any such partnership and/or any Grantor. Except as provided in the immediately preceding sentence, the Agent, by accepting this

Agreement, does not intend to become a stockholder of any corporation, member of any Pledged Entity or partner in any partnership with respect to which any Grantor has pledged its interests in any Pledged Securities, Pledged Limited Liability Company Interests or Pledged Partnership Interests, or otherwise be deemed to be a co-venturer with respect to any Grantor or any such corporation, Pledged Entity or partnership, either before or after an Event of Default shall have occurred.

14. Collections on the Collateral. Except as provided to the contrary in the Credit Agreement, each Grantor shall have the right to use and to continue to make collections on and receive dividends and other proceeds of all of the Collateral in the ordinary course of business so long as no Event of Default shall have occurred and be continuing. Upon the occurrence and during the continuance of an Event of Default, at the option of the Agent and upon prior written notice to any Grantor, such Grantor's right to make collections on and receive dividends and other proceeds of the Collateral and to use or dispose of such collections and proceeds shall terminate, and any and all dividends, proceeds and collections, including all partial or total prepayments, then held or thereafter received on or on account of the Collateral will be held or received by such Grantor in trust for the Secured Party and immediately delivered in kind to the Agent (duly endorsed to the Agent, if required), to be applied to the Obligations or held as Collateral, as the Agent shall elect. Upon the occurrence and during the continuance of an Event of Default, the Agent shall have the right at all times to receive, receipt for, endorse, assign, deposit and deliver, in the name of the Agent or the Secured Party or in the name of any Grantor, any and all checks, notes, drafts and other instruments for the payment of money constituting proceeds of or otherwise relating to the Collateral; and each Grantor hereby authorizes the Agent to affix, by facsimile signature or otherwise, the general or special endorsement of such Grantor, in such manner as the Agent shall deem advisable, to any such instrument in the event the same has been delivered to or obtained by the Agent without appropriate endorsement, and the Agent and any collecting bank are hereby authorized to consider such endorsement to be a sufficient, valid and effective endorsement by such Grantor, to the same extent as though it were manually executed by the duly authorized representatives of such Grantor, regardless of by whom or under what circumstances or by what authority such endorsement actually is affixed, without duty of inquiry or responsibility as to such matters, and each Grantor hereby expressly waives demand, presentment, protest and notice of protest or dishonor and all other notices of every kind and nature with respect to any such instrument.

15. Possession of Collateral by Agent. All the Collateral now, heretofore or hereafter delivered to the Agent shall be held by the Agent in its possession, custody and control. Any or all of the Collateral delivered to the Agent constituting cash or cash equivalents shall, prior to the occurrence of any Event of Default, upon written request of any Grantor, be held in an interest-bearing account with the Agent, and shall be invested in investments permitted by Section 6.7(a) of the Credit Agreement. Nothing herein shall obligate the Agent to obtain any particular return thereon. Upon the occurrence and during the continuance of an Event of Default, whenever any of the Collateral is in the Agent's possession, custody or control, the Agent may use, operate and consume the Collateral, whether for the purpose of preserving and/or protecting the Collateral, or for the purpose of performing any of any Grantor's obligations with respect thereto, or otherwise, and, subject to the terms of Section 9.7 of the Credit Agreement, any or all of the Collateral delivered to the Agent constituting cash or cash equivalents shall be applied by the Agent to payment of the Obligations or held as Collateral, as the Agent shall elect. The Agent may at any

time deliver or redeliver the Collateral or any part thereof to any Grantor, and the receipt of any of the same by such Grantor shall be complete and full acquittance for the Collateral so delivered, and the Agent thereafter shall be discharged from any liability or responsibility arising after such delivery to such Grantor. So long as the Agent exercises reasonable care with respect to any Collateral in its possession, custody or control and the accounting for moneys actually received by it hereunder, neither the Agent nor the Lenders shall have any liability for any loss of or damage to any Collateral, and in no event shall the Agent or the Lenders have liability for any diminution in value of the Collateral occasioned by economic or market conditions or events. The Agent shall be deemed to have exercised reasonable care within the meaning of the preceding sentence if the Collateral in the possession, custody or control of the Agent is accorded treatment substantially equal to that which the Agent accords similar property for its own account, it being understood that neither the Agent nor the Lenders shall have any responsibility for (i) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relating to any Collateral, whether or not the Agent or any Lender has or is deemed to have knowledge of such matters, or (ii) taking any necessary steps to preserve rights against any Person with respect to any Collateral.

16. Remedies.

(a) Rights Upon Event of Default. Upon the occurrence and during the continuance of an Event of Default, each Grantor shall be in default hereunder and the Agent for the benefit of the Secured Party shall have, in any jurisdiction where enforcement is sought, in addition to all other rights and remedies that the Agent on behalf of the Secured Party may have under this Agreement and under applicable laws or in equity, all rights and remedies of a secured party under the Uniform Commercial Code as enacted in any such jurisdiction in effect at that time, and in addition the following rights and remedies, all of which may be exercised with or without notice to any Grantor except such notice as may be specifically required by applicable law: (i) to foreclose the Liens created hereunder or under any other Loan Document by any available judicial procedure or without judicial process; (ii) to enter any premises where any Collateral may be located for the purpose of securing, protecting, inventorying, appraising, inspecting, repairing, preserving, storing, preparing, processing, taking possession of or removing the same; (iii) to sell, assign, lease or otherwise dispose of any Collateral or any part thereof, either at public or private sale or at any broker's board, in lot or in bulk, for cash, on credit or otherwise, with or without representations or warranties and upon such terms as shall be commercially reasonable; (iv) upon prior written notice to such Grantor, to notify obligors on the Collateral that the Collateral has been assigned to the Agent for the benefit of the Secured Party and that all payments thereon, or performance with respect thereto, are to be made directly and exclusively to the Agent for the account of the Secured Party; (v) to collect by legal proceedings or otherwise all dividends, distributions, interest, principal or other sums now or hereafter payable upon or on account of the Collateral; (vi) to enter into any extension, reorganization, disposition, merger or consolidation agreement, or any other agreement relating to or affecting the Collateral, and in connection therewith the Agent may deposit or surrender control of the Collateral and/or accept other property in exchange for the Collateral as the Agent deems appropriate; (vii) to settle, compromise or release, on terms acceptable to the Agent, in whole or in part, any amounts owing on the Collateral and/or any disputes with respect thereto; (viii) to extend the time of payment, make allowances and adjustments and issue credits in connection with the Collateral in the name of the Agent for the benefit of the Secured Party or in the name of any Grantor; (ix) to enforce

payment and prosecute any action or proceeding with respect to any or all of the Collateral and take or bring, in the name of the Secured Party or in the name of any Grantor, any and all steps, actions, suits or proceedings deemed necessary or desirable by the Agent to effect collection of or to realize upon the Collateral, including, any judicial or nonjudicial foreclosure thereof or thereon, and each Grantor specifically consents to any nonjudicial foreclosure of any or all of the Collateral or any other action taken by the Secured Party which may release any obligor from personal liability on any of the Collateral, and any money or other property received by the Agent in exchange for or on account of the Collateral, whether representing collections or proceeds of Collateral, and whether resulting from voluntary payments or foreclosure proceedings or other legal action taken by Agent or any Grantor may be applied by the Agent, without notice to any Grantor, to the Obligations in such order and manner as the Agent in its sole discretion shall determine; (x) to insure, protect and preserve the Collateral; (xi) to exercise all rights, remedies, powers or privileges provided under any of the other Loan Documents; and (xii) to remove, from any premises where the same may be located, the Collateral and any and all documents, instruments, files and records, and any receptacles and cabinets containing the same, relating to the Collateral, and the Agent may, at the cost and expense of the Grantors, use such of its supplies, equipment, facilities and space at its places of business as may be necessary or appropriate to properly administer, process, store, control, prepare for sale or disposition and/or sell or dispose of the Collateral or to properly administer and control the handling of collections and realizations thereon, and the Agent shall be deemed to have a rent-free tenancy of any premises of the Grantors for such purposes and for such periods of time as reasonably required by the Agent. Each Grantor will, at the Agent's request, assemble the Collateral and make it available to the Agent at places which the Agent may designate, whether at the premises of such Grantor or elsewhere, and will make available to the Agent, free of cost, all premises, equipment and facilities of such Grantor for the purpose of the Agent's taking possession of the Collateral or storing the same or removing or putting the Collateral in salable form or selling or disposing of the same. The Agent has no obligation to clean-up or otherwise prepare the Collateral for sale.

(b) Possession by Agent. Upon the occurrence and during the continuance of an Event of Default, the Agent also shall have the right, without notice or demand, either in person, by agent or by a receiver to be appointed by a court in accordance with the provisions of applicable law (and each Grantor hereby expressly consents, to the fullest extent permitted by applicable law, upon the occurrence and during the continuance of an Event of Default to the appointment of such a receiver), and, to the extent permitted by applicable law, without regard to the adequacy of any security for the Obligations, to operate the business of any Grantor, by, inter alia, taking possession of the Collateral or any part thereof and to collect and receive the rents, issues, profits, income and proceeds thereof, pending the exercise of any and all other rights and remedies available to the Agent under this Agreement and/or at law or in equity. The operation of any Grantor's business and the taking possession of the Collateral by the Agent shall not cure or waive any Event of Default or notice thereof or invalidate any act done pursuant to such notice. The rights, remedies and powers of any receiver appointed by a court shall be as ordered by said court.

(c) Sale of Collateral. Any public or private sale or other disposition of the Collateral may be held at any office of Agent, or at any Grantor's place of business, or at any other place permitted by applicable law, and without the necessity of the Collateral's being within the view

of prospective purchasers. The Agent may direct the order and manner of sale of the Collateral, or portions thereof, as it in its sole and absolute discretion may determine provided such sale is commercially reasonable, and each Grantor expressly waives, to the extent permitted by applicable law, any right to direct the order and manner of sale of any Collateral. The Agent or any Person acting on the Agent's behalf may bid and purchase at any such sale or other disposition. In addition to the other rights of the Agent hereunder, each Grantor hereby grants to the Agent a license or other right to use, without charge, but only after the occurrence and during the continuance of an Event of Default, such Grantor's labels, copyrights, patents, rights of use of any name, trade names, trademarks and advertising matter, or any property of a similar nature, including, the Copyrights, the Patents and the Marks, in advertising for sale and selling any Collateral. The Secured Party may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.

(d) Notice of Sale. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Agent will give the Grantors reasonable notice of the time and place of any public sale thereof or of the time on or after which any private sale thereof is to be made. The requirement of reasonable notice conclusively shall be met if such notice is mailed, certified mail, postage prepaid, to the Grantors at their addresses set forth in the Credit Agreement, or delivered or otherwise sent to the Grantors, at least ten days before the date of the sale. Each Grantor expressly waives, to the fullest extent permitted by applicable law, any right to receive notice of any public or private sale of any Collateral or other security for the Obligations except as expressly provided for in this paragraph. The Agent shall not be obligated to make any sale of the Collateral if it shall determine not to do so regardless of the fact that notice of sale of the Collateral may have been given. The Agent may, without notice or publication, except as required by applicable law, adjourn the sale from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice (except as required by applicable law), be made at the time and place to which the same was so adjourned.

(e) Private Sales. With respect to any Collateral consisting of securities, partnership interests, membership interests, joint venture interests or the like, and whether or not any of such Collateral has been effectively registered under the Securities Act of 1933, as amended, or other applicable laws, the Agent may, in its sole and absolute discretion, sell all or any part of such Collateral at private sale in such manner and under such circumstances as the Agent may deem necessary or advisable in order that the sale may be lawfully conducted in a commercially reasonable manner. Without limiting the foregoing, the Agent may (i) approach and negotiate with a limited number of potential purchasers, and (ii) restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing such Collateral for their own account for investment and not with a view to the distribution or resale thereof. In the event that any such Collateral is sold at private sale, each Grantor agrees to the extent permitted by applicable law that if such Collateral is sold for a price which is commercially reasonable, then (A) such Grantor shall not be entitled to a credit against the Obligations in an amount in excess of the purchase price, and (B) neither the Agent nor the Lenders shall incur any liability or responsibility to such Grantor in connection therewith, notwithstanding the possibility that a substantially higher price might have been realized at a public sale. Each Grantor recognizes that a ready market may not exist for such Collateral if it is not regularly traded on a recognized

securities exchange, and that a sale by the Agent of any such Collateral for an amount less than a pro rata share of the fair market value of the issuer's assets minus liabilities may be commercially reasonable in view of the difficulties that may be encountered in attempting to sell a large amount of such Collateral or Collateral that is privately traded.

(f) Title of Purchasers. Upon consummation of any sale of Collateral hereunder, the Agent on behalf of the Secured Party shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the Collateral so sold absolutely free from any claim or right upon the part of any Grantor or any other Person claiming through any Grantor, and each Grantor hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. If the sale of all or any part of the Collateral is made on credit or for future delivery, the Agent shall not be required to apply any portion of the sale price to the Obligations until such amount actually is received by the Agent, and any Collateral so sold may be retained by the Agent until the sale price is paid in full by the purchaser or purchasers thereof. The Secured Party shall not incur any liability in case any such purchaser or purchasers shall fail to pay for the Collateral so sold, and, in case of any such failure, the Collateral may be sold again.

(g) Disposition of Proceeds of Sale. The proceeds resulting from the collection, liquidation, sale or other disposition of the Collateral shall be applied, first, to the reasonable costs and expenses (including, reasonable attorneys' fees) of retaking, holding, storing, processing and preparing for sale, selling, collecting and liquidating the Collateral, and the like; second, to the satisfaction of all Obligations; and third, any surplus remaining after the satisfaction of all Obligations, provided no Commitment is outstanding, to be paid over to the Grantors or to whomsoever may be lawfully entitled to receive such surplus.

(h) Certain Waivers. To the extent permitted by applicable law, each Grantor waives all claims, damages and demands against the Agent and the Lenders arising out of the repossession, retention or sale of the Collateral, or any part or parts thereof, except to the extent any such claims, damages and awards arise out of the gross negligence or willful misconduct of the Agent or the Lenders.

(i) Remedies Cumulative. The rights and remedies provided under this Agreement are cumulative and may be exercised singly or concurrently, and are not exclusive of any other rights and remedies provided by law or equity.

(j) Deficiency. If the proceeds of sale, collection or other realization of or upon the Collateral pursuant to this Section 16 are insufficient to cover the costs and expenses of such realization and the payment in full of the Obligations, each Grantor shall remain liable for any deficiency.

17. Agent Appointed Attorney-in-Fact. Each Grantor hereby irrevocably appoints the Agent as such Grantor's attorney-in-fact, effective upon and during continuance of an Event of Default, with full authority in the place and stead of such Grantor, and in the name of such Grantor, in the Agent's sole and absolute discretion to do any of the following acts or things:
(a) to do all acts and things and to execute all documents necessary or advisable to perfect and

continue perfected the security interests created by this Agreement and to preserve, maintain and protect the Collateral; (b) to do any and every act which such Grantor is obligated to do under this Agreement; (c) to prepare, sign, file and record, in such Grantor's name, any financing statement covering the Collateral; (d) to endorse and transfer the Collateral upon foreclosure by the Agent; (e) to grant or issue an exclusive or nonexclusive license under the Copyrights, the Patents or the Marks to anyone upon foreclosure by the Agent; (f) to assign, pledge, convey or otherwise transfer title in or dispose of the Copyrights, the Patents or the Marks to anyone upon foreclosure by the Agent; and (g) to file any claims or take any action or institute any proceedings which the Agent may reasonably deem necessary or desirable for the protection or enforcement of any of the rights of the Secured Party with respect to any of the Copyrights, the Patents and the Marks; provided, however, that the Agent shall be under no obligation whatsoever to take any of the foregoing actions, and neither the Agent nor the Lenders shall have any liability or responsibility for any act or omission (other than the Agent's or the Lenders' own gross negligence or willful misconduct) taken with respect thereto.

18. Costs and Expenses. Each Grantor agrees to pay to the Agent all reasonable costs and out-of-pocket expenses (including, reasonable attorneys' fees and disbursements) incurred by the Agent in the enforcement or attempted enforcement of this Agreement, whether or not an action is filed in connection therewith, and in connection with any waiver or amendment of any term or provision hereof. All reasonable advances, charges, costs and expenses, including, reasonable attorneys' fees and disbursements, incurred or paid by the Agent in exercising any right, privilege, power or remedy conferred by this Agreement (including, the right to perform any obligation of such Grantor), or in the enforcement or attempted enforcement thereof, shall be secured hereby and shall become a part of the Obligations and shall be due and payable to the Agent by such Grantor on demand therefor.

19. Transfers and Other Liens. Each Grantor agrees that, except as specifically permitted under the Credit Agreement or as approved in writing by the Secured Party, it will not (i) sell, assign, exchange, lease, license, transfer or otherwise dispose of, or contract to sell, assign, exchange, transfer or otherwise dispose of, or grant any option with respect to, any of the Collateral, or (ii) create or permit to exist any Lien upon or with respect to any of the Collateral, and each Grantor acknowledges that the Secured Party does not authorize any of the foregoing. To the extent any Collateral permitted to be sold or otherwise disposed of is sold or disposed of, such sale or disposition shall be for fair market value.

20. Understandings With Respect to Waivers and Consents. Each Grantor represents, warrants and agrees that each of the waivers and consents set forth herein are made with full knowledge of their significance and consequences, with the understanding that events giving rise to any defense or right waived may diminish, destroy or otherwise adversely affect rights which such Grantor otherwise may have against the Secured Party or others, or against any Collateral. If any of the waivers or consents herein are determined to be unenforceable under applicable law, such waivers and consents shall be effective to the maximum extent permitted by law.

21. Indemnity. Each Grantor hereby indemnifies the Agent and the Lenders from and against any and all claims, losses and liabilities growing out of or resulting from this Agreement (including, enforcement of this Agreement), except to the extent such claims, losses or liabilities result from the Agent's or the Lenders' gross negligence or willful misconduct.

22. Amendments, Etc. No amendment or waiver of any provision of this Agreement nor consent to any departure by any Grantor herefrom (other than supplements to the Schedules hereto in accordance with the terms of this Agreement) shall in any event be effective unless the same shall be in writing and made in accordance with Section 9.1 of the Credit Agreement, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

23. Notices. All notices and other communications provided for hereunder shall be given in the manner, and to the respective addresses, set forth in Section 9.2 of the Credit Agreement.

24. Continuing Security Interest; Successors and Assigns. This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until indefeasible payment in full in cash of the Obligations and the termination or expiration of the Commitments, (ii) be binding upon each Grantor, its successors and assigns and (iii) inure, together with the rights and remedies of the Agent hereunder, to the benefit of the Agent, and any successor Agent, for the benefit of the Secured Party, subject to the terms of the Credit Agreement. Subject to the terms of the Credit Agreement, any Lender may assign or otherwise transfer any Loans, Commitments, or any rights in Collateral held by it to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Agent or Lender herein or otherwise. Nothing set forth herein or in any other Loan Document is intended or shall be construed to give to any other party any right, remedy or claim under, to or in respect of this Agreement or any other Loan Document or any Collateral. A Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession thereof or therefor, provided that, none of the rights or obligations of any Grantor hereunder may be assigned or otherwise transferred.

25. Release of Grantors.

(a) This Agreement and all obligations of each Grantor hereunder and all security interests granted hereby shall be released and terminated when all Obligations have been indefeasibly paid in full in cash and when all Commitments have expired. Upon such release and termination, all rights in and to the Collateral shall automatically revert to the Grantors, and the Agent and the Lenders shall return any Pledged Collateral in their possession to the Grantors, or to the Person or Persons legally entitled thereto, and shall endorse, execute, deliver, record and file all instruments and documents, and do all other acts and things, reasonably required for the return of the Collateral to the Grantors, or to the Person or Persons legally entitled thereto, and to evidence or document the release of the interests of the Secured Party arising under this Agreement, all as reasonably requested by, and at the sole expense of, the Grantors.

(b) The Agent agrees that if an Asset Disposition permitted under the Credit Agreement occurs with respect to any Collateral, the Agent shall release such Collateral that is the subject of such Asset Disposition to the Grantors free and clear of the Lien under this Agreement, provided that so long as any Obligations remain outstanding under the Credit Agreement or any Commitment remains outstanding, the Agent shall have no obligation to make such release until arrangements reasonably satisfactory to it have been made for delivery to it of

any Net Proceeds of any Asset Disposition required to be used to prepay the Obligations pursuant to Section 2.5(b) of the Credit Agreement.

26. **GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA (WITHOUT REFERENCE TO ITS CHOICE OF LAW RULES AND INCLUDING CALIFORNIA CIVIL CODE SECTION 1646.5).**

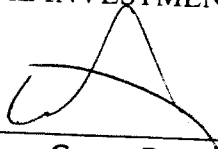
27. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be effective as delivery of a manually executed counterpart of this Agreement.

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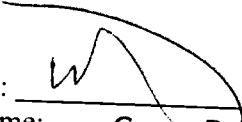
IN WITNESS WHEREOF, each Grantor has executed this Agreement by its duly authorized representative(s) as of the date first written above.

GRANTORS

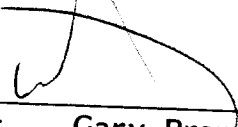
CAPITAL INVESTMENTS & VENTURES CORP.

By: 
Name: Gary Prenovost
Title: CFO

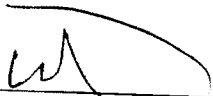
PADI WORLDWIDE CORP.

By: 
Name: Gary Prenovost
Title: CFO

PADI AMERICAS, INC.

By: 
Name: Gary Prenovost
Title: CFO

CURRENT PUBLISHING CORP.

By: 
Name: Gary Prenovost
Title: CFO

PLEDGED COLLATERAL1. Pledged Shares

<u>Issuer</u>	<u>Holder</u>	<u>No of Shares</u>	<u>Percentage Interest in Issuer</u>
PADI Worldwide Corp.	Capital Investments and Ventures Corp.	10,000 Common Shares	100.0%
Diving Science & Technology Corp. (DSAT)	Capital Investments and Ventures Corp.	100,000 Common Shares	100.0%
PADI Americas, Inc.	PADI Worldwide Corp.	900 Common Shares	100.0%
PADI Travel Network, Inc.	PADI Worldwide Corp.	1,000 Common Shares	100.0%
PADI Asia Pacific Pty. Limited	PADI Worldwide Corp.	84,018 Common Shares	100.0%
Current Publishing Corp.	PADI Worldwide Corp.	800 Common Shares	100.0%
PADI International Ltd.	PADI Worldwide Corp.	10,000 Common Shares	100.0%
Emergency First Response Corp.	PADI Americas, Inc.	750 Common Shares	100.0%

2. Pledged Partnership Interests

None.

3. Pledged Limited Liability Company Interests

None.

SCHEDULE B

COPYRIGHTS, PATENTS AND MARKS

COPYRIGHTS

See attached.

PATENTS

U.S. Patent Application No. 11/111,144 (pending), filed May 31, 2006.

MARKS

See attached.

SCHEDULE B

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Current Publishing Corp.
PADI Americas, Inc. (aka International PADI, Inc.)
Capital Investments and Ventures Corp.
PADI Worldwide Corp.

COPYRIGHT REGISTRATIONS

PADI PRODUCT NUMBER	PRODUCT TITLE / DESCRIPTION	WORK COMPL'N DATE ©	VER#	FORM TYPE	REG. NUMBER	REG. DATE	REGISTERED TO
1-878663-37-2	Life on an Ocean Planet Digital Resources and Assessment Tool	2005		PA	1-290-322	05/Aug/2005	Current
1-878663-35-6	Life on an Ocean Planet Laboratory and Activity Manual	2005		TX	6-209-205	05/Aug/2005	Current
1-878663-34-8	Life on an Ocean Planet Student Textbook	2005		TX	6-209-227	05/Aug/2005	Current
1-878663-36-4	Life on an Ocean Planet Teacher Curriculum Guide	2005		TX	6-210-133	05/Aug/2005	Current
1-878663-38-0	Life on an Ocean Planet Transparency Resource Package	2005		TX	6-210-151	05/Aug/2005	Current
70809	A.W.A.R.E. Coral Reef Conservation Specialty Instructional CD-Rom	2001	1	PA	1-149-192	05/Mar/2003	IPi
70242	A.W.A.R.E. Coral Reef Conservation Specialty Instructor Outline	2001	1	TX	5-701-377	05/Mar/2003	IPi
79910	A.W.A.R.E. Coral Reef Conservation Specialty Modular Lesson Guides (paper)	2001	1	TX	5-701-374	05/Mar/2003	IPi
70241	A.W.A.R.E. Our World, Our Water manual	2000	1	TX	5-368-414	19/Mar/2001	IPi
70241J	A.W.A.R.E. Our World, Our Water manual - Japanese	2002	1	TX	5-954-684	21/Apr/2004	IPi
70114	Advanced Open Water Program - Instructor Presentation Booklet (DISCONTINUED)	1991		TX	3-888-245	10/Aug/1994	IPi
60114	Advanced Open Water Program - Instructor Slate (DISCONTINUED)	1990		TX	3-812-901	10/Aug/1994	IPi
70035	Adventure Log Insert Set (Mod 1-13)	1994		TX	3-812-902	10/Aug/1994	IPi
60122	Adventures in Diving Course - audiovisual	1991		PA	528-511	08/Jul/1991	IPi

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70176	Adventures in Diving Course (AOW) CD-ROM, Diver Edition	2000	1	PA	953-924	16/Feb/2001	IPi
70832	Adventures in Diving Course (AOW) DVD, Diver Edition						
79111	Adventures in Diving Course (AOW) Instructor Guide Replacement	2000	2.3	TX	5-244-819	16/Feb/2001	IPi
79101	Adventures in Diving Course (AOW) Manual	2000	2	TX	5-244-911	16/Feb/2001	IPi
79101C	Adventures in Diving Course (AOW) Manual - Chinese	1995		TX	4-178-566	27/Feb/1996	IPi
79101S	Adventures in Diving Course (AOW) Manual - Spanish	2000	2	TX	5-671-522	04/Feb/2003	IPi
60122	Adventures in Diving Course (AOW) video (NTSC)	2000	2	PA	1-031-872	16/Feb/2001	IPi
60126	Adventures in Diving Course (AOW) video, Pro Edition (NTSC)	2000	2	PA	1-242-141	01/Jun/2004	IPi
79101	Adventures in Diving: Advanced Training for Open Water Divers	1991		TX	3 071-963	26/Apr/1991	IPi
60506	Assistant Instructor Slide Set - Complete (DISCONTINUED)	1995		VA	780-683	30/Jun/1996	IPi
60507	Assistant Instructor Slide Set - Supplement (DISCONTINUED)	1995		VA	809-853	30/Jun/1996	IPi
70507	Assistant Instructor Workbook (DISCONTINUED)	1995		TX	4-124-950	14/Sep/1995	IPi
69930	Career Tracking Tips for the Dive Professional video (NTSC)	1994		PA	719-100	12/Aug/1994	IPi
70099	Children & Scuba Diving Book	2002	1	TX	5-953-066	21/Apr/2004	IPi

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70099J	Children & Scuba Diving Book - Japanese	2002	1	TX	5-953-067	21/Apr/2004	IPi
70400	College & University Scuba Programs: Design, Development & Promotion	1985		TX	1-820-950	06/May/1986	IPi
70501	Course Director Manual	1988		TX	3-378-118	13/Dec/1991	IPi
70501	Course Director Manual	1992		TX	3-335-415	03/Jun/1992	IPi
70501	Course Director Manual	1995		TX	4-124-949	14/Sep/1995	IPi
70501F	Course Director Manual - French	2002		TX	5-953-143	21/Apr/2004	IPi
70501J	Course Director Manual - Japanese	2001		TX	5-953-621	21/Apr/2004	IPi
70501S	Course Director Manual - Spanish	2002		TX	5-671-687	04/Feb/2003	IPi
70860	Course Director Manual CD-Rom	2003		PA	1-277-805	04/May/2004	IPi
69950	Data Carrier - The Wheel	1987		TX	2-398-940	12/Jul/1988	IPi
79300	Deep Diver Specialty Manual	1994		TX	3-896-812	06/Oct/1994	IPi
60080	Deep Diver Specialty video, Diver Edition (NTSC)	1993		PA	719-098	12/Aug/1994	IPi
60081	Deep Diver Specialty video, Professional Edition (NTSC)	1993		PA	719-096	12/Aug/1994	IPi
70060	Discover Scuba Diving Registration Pamphlet	1992		TXu	750-842	30/Jan/1996	IPi

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60137	Discover Scuba video (NTSC) (DISCONTINUED- Replaced by 60994 - "The Scuba Experience" video)	1986		PA	292-000	06/May/1986	IPI
79133	Discover Scuba/DSD Instructor Guide	2000	1	TX	5-408-590	24/May/2001	IPI
60030	Discover the Underwater World video (NTSC) w/Field Guide	1995		PA	703-392	21/Jun/1995	IPI
00490	Divemaster Course Evaluation Questionnaire	1991		TXu	499-467	09/Dec/1991	IPI
79122	Divemaster Course Instructor Guide, paper version (Included in 70120 Instructor Manual)	1999		TX	5-070-090	04/Oct/1999	IPI
79127	Divemaster Course Lesson Guides - paper version	1999		TX	5-033-162	07/Sep/1999	IPI
70818	Divemaster Course Lesson Guides CD Rom (hybrid) Note-05/05 version is ver. 1.01	1999	1.0	TX	5-056-102	07/Sep/1999	IPI
70090	Divemaster Course Manual	1998	2	TX	5-040-056	07/Sep/1999	IPI
70090S	Divemaster Course Manual - Spanish	1999	2	TX	5-671-523	04/Feb/2003	IPI
60203	Divemaster Course Skill Evaluation Grade Sheet Cue card	1993		TX	3-619-709	24/Jun/1993	IPI
60207	Divemaster Course Slates (4)	1985		TX	3-888-478	10/Aug/1994	IPI
60138	Divemaster Course video, Diver Edition	1998		PA	1-071-421	19/Feb/2002	IPI
60139	Divemaster Course video, Pro Edition (NTSC)	1996		PA	1-242-139	01/Jun/2004	IPI
70049	Diver's Log Book - Pocket log	1990		TX	2-980-896	06/Nov/1990	IPI

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70047S	Diver's Log Book - Spanish (Bitacora y Registro De Entrenamiento De Buco)	1991		TX	3-888-485	10/Aug/1994	IPI
70047	Diver's Log Book & Training Record			TX	2-953-978	06/Nov/1990	IPI
70047K	Diver's Log Book & Training Record - Korean	1995		TX	4-132-347	14/Sep/1995	IPI
70047P	Diver's Log Book & Training Record - Portuguese	1995		TX	4-240-894	30/Jan/1996	IPI
79103	Diving Accident Management Workslate	1991		TX	3-888-476	10/Aug/1994	IPI
70214	Diving Knowledge Workbook	1991		TX	459-359	11/Feb/1991	IPI
70214S	Diving Knowledge Workbook - Spanish	1991	1	TX	5-671-517	04/Feb/2003	IPI
70830	Diving Knowledge Workbook CD-Rom	1999	1	PA	1-084-987	30/May/2002	IPI
60110	Diving with the Wheel video (NTSC)	1989		PAu	1-350-452	09/Mar/1990	IPI
70252	Dolphin/Atlantis Semiclosed Rebreather Specialty Instructor Outline	1999		TX	5-070-088	04/Oct/1999	IPI
70253	Drager Ray Semiclosed Rebreather Specialty Instructor Outline	1999		TX	5-070-089	04/Oct/1999	IPI
79901	Dry Suit Specialty Manual	1999		TX	5-511-717	10/Apr/2002	IPI
60996	Dry Suit Specialty video, Diver Edition (NTSC)	1999	1	PA	1-039-799	19/Mar/2001	IPI
60993	DS/DSD Diving Skills Presentation video (NTSC)	2001	1	PA	1-086-359	30/May/2002	IPI

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60109	DSD Flip Chart	1993		TX	3-625-703	24/Jun/1993	IPI
60109C	DSD Flip Chart - Chinese	1995		TX	4-259-038	30/Jan/1996	IPI
60109K	DSD Flip Chart - Korean	1995		TX	4-272-613	27/Feb/1996	IPI
60111	DSD Flip Chart, Large Laminated (DISCONTINUED)	1992		TX	3-583-568	25/Jun/1993	IPI
60112	DSD Instructor Slate	1992		TX	3-628-555	24/Jun/1993	IPI
70060C	DSD Registration Pamphlet - Chinese	1995		TX	4-242-549	30/Jan/1996	IPI
70060K	DSD Registration Pamphlet - Korean	1995		TX	4-242-550	30/Jan/1996	IPI
70060	DSD Registration Pamphlet (DISCONTINUED)	1992		TXu	4-240-895	30/Jan/1996	IPI
60066	DSD video, Consumer Edition - (NTSC) (DISCONTINUED - Replaced with 60994 "The Scuba Experience" video)	1992		PA	668-032	24/Jun/1993	IPI
60066DU	DSD video, Consumer Edition (NTSC) - Dutch	1999		PA	1-228-152	01/Jun/2004	IPI
60066F	DSD video, Consumer Edition (NTSC) - French	1992		PA	1-225-963	04/May/2004	IPI
60066S	DSD video, Consumer Edition (NTSC) - Spanish	1992		PA	1-225-960	04/May/2004	IPI
60069	DSD video, Professional Edition - (NTSC) (DISCONTINUED - Replaced with 60994 "The Scuba Experience" video)	1992		PA	668-031	24/Jun/1993	IPI
69177	Effective Conduct & Marketing video (NTSC) (Included in 60104 & 63102, PADI Open Water Diver Course Pro Videos) Included in 70901	1995		PA	745-670	14/Sep/1995	IPI

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70034S	Encyclopedia of Recreational Diving book, 2nd Edition - Spanish	1997	2	TX	5-671-519	04/Feb/2003	IPI
70833	Encyclopedia of Recreational Diving CD-Rom	1998		PA	1-213-350	29/Apr/1999	IPI
70034	Encyclopedia of Recreational Diving book, 2nd Edition	1996	2	TX	5-671-518	04/Feb/2003	IPI
70870	Enriched Air Diver Specialty DVD diver edition	2003	2	PA	1-226-591	04/May/2004	IPI
70870P	Enriched Air Diver Specialty DVD diver edition-Portuguese	2003	2	PA	PA 1-260-209	27/Oct/2005	IPI
70117	Enriched Air Diver Specialty Final Exam	1995		TX	4-186-879	27/Feb/1996	IPI
70117SW	Enriched Air Diver Specialty Final Exam - Swedish	2001	1	TX	5-948-890	26/Mar/2004	IPI
79121	Enriched Air Diver Specialty Instructor Guide (Included in 79115 Spec Course Replacement & 70120 Instructor Manual)	1995		TX	4-302-043	28/Jun/1996	IPI
70225	Enriched Air Diver Specialty Instructor Outline	1995	1	TX	4-230-972	27/Feb/1996	IPI
79527	Enriched Air Diver Specialty Instructor Training Guide	1995		TX	4-186-880	27/Feb/1996	IPI
70828	Enriched Air Diver Specialty Lesson Guides - CD Rom	1999	1	PA	1-070-949	19/Feb/2002	IPI
70130	Enriched Air Diver Specialty Lesson Guides (paper)	1995		TX	5-511-186	10/Apr/2002	IPI
70066	Enriched Air Diver Specialty Log Insert	1995		TX	4-193-725	27/Feb/1996	IPI
71450	Enriched Air Diver Specialty Manual, Metric	1995		TX	4-178-565	27/Feb/1996	IPI

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7930SW	Enriched Air Diver Specialty Manual, Metric - Swedish	2001	1.1	TX	5-949-490	26/Mar/2004	IPI
60118	Enriched Air Diver Specialty Modular Lesson Guide Slides (DISCONTINUED)	1995		VA	785-952	27/Feb/1996	IPI
70873	Enriched Air Diver Specialty Prescriptive Lesson Guides CD-Rom	2004	1	PA	1-256-048	01/Jun/2004	IPI
60062	Enriched Air Diver Specialty video, Consumer Edition (NTSC)	1995	1	PA	1-086-362	30/May/2002	IPI
60062F	Enriched Air Diver Specialty video, Consumer Edition (NTSC) - French	1995	1	PA	1-225-959	04/May/2004	IPI
60062S	Enriched Air Diver Specialty video, Consumer Edition (NTSC) - Spanish	1995	1	PA	1-225-958	04/May/2004	IPI
60061	Enriched Air Diver Specialty video, Professional Edition (NTSC)	1995		PA	783-737	27/Feb/1996	IPI
71450	Enriched Air Diving Manual (Metric)	2004	2.1	TX	6-254-936	27/Oct/2005	IPI
70874	Enriched Air Diving Specialty DVD pro edition	2003	2	PA	PA 1-258-983	27/Oct/2005	IPI
71450S	Enriched Air Diving Specialty Manual, Metric - Spanish	1998	1.1	TX	5-697-387	04/Feb/2003	IPI
70167	Enriched Air Operations & Resource Guide	1995		TX	4-186-881	27/Feb/1996	IPI
70508	Instructor Candidate Workbook	1995		TX	4-124-951	14/Sep/1995	IPI
70508	Instructor Candidate Workbook	2000		TX	5-361-016	19/Mar/2001	IPI
70508S	Instructor Candidate Workbook - Spanish	2002		TX	5-671-688	04/Feb/2003	IPI

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70502	Instructor Development Course Candidate Workbook	1991		TX	3-378-093	13/Dec/1991	IPI
60500	Instructor Development Course Evaluation video (NTSC)	1995		PA	745-669	14/Sep/1995	IPI
70825	Instructor Development Course Lesson Guides CD-ROM	2001	2	PA	953-885	19/Mar/2001	IPI
70825S	Instructor Development Course Lesson Guides CD-ROM, Spanish	2001	2.1	PA	1-149-186	05/Mar/2003	IPI
60505	Instructor Development Course Slides (DISCONTINUED)	1995		VA	756-009	14/Sep/1995	IPI
00491	Instructor Development Course/Instructor Orientation Course Course Evaluation Questionnaire Form	1991		TXu	499-466	09/Dec/1991	IPI
70120	Instructor Manual	1992		TX	3-378-119	31/Dec/1991	IPI
71120DU	Instructor Manual - Dutch	1999	2	TX	6-073-866	01/Dec/2004	IPI
71120F	Instructor Manual - French	2003		TX	5-961-015	04/May/2004	IPI
71120G	Instructor Manual - German	1999		TX	5-961-017	04/May/2004	IPI
71120J	Instructor Manual - Japanese	2001	2.1	TX	6-001-889	21/Apr/2004	IPI
71120	Instructor Manual - paper	1999		TX	5-065-939	30/Aug/1999	IPI
71120S	Instructor Manual - Spanish	2003		TX	5-961-016	04/May/2004	IPI
70827	Instructor Manual CD Rom	1999	1	TX	5-046-081	30/Aug/1999	IPI

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70827MUL	Instructor Manual CD Rom -Multilingual	2000	1	PA	1-070-948	19/Feb/2002	IPI
70509	Instructor Orientation Course Candidate Workbook (DISCONTINUED)	1990		TX	3-378-090	13/Dec/1991	IPI
10073	Liability Release & Assumption of Risk for Advanced Open Water Program & Correlating Specialty Diver Programs	1992		TX	3-320-171	11/May/1992	IPI
79301	Night Diver Specialty Manual	1994		TX	3-896-662	06/Oct/1994	IPI
60083	Night Diver Specialty video, Diver Edition (NTSC)	1993		PA	719-099	12/Aug/1994	IPI
60084	Night Diver Specialty video, Professional Edition (NTSC)	1993		PA	719-104	12/Aug/1994	IPI
60104	OWDC video set - Professional Edition	1991		PA	565-520	19/Mar/1992	IPI
70804	OWDC CD Rom - Live the Undersea Adventure (set of 3)	1998	1.1	PA	1-070-954	19/Feb/2002	IPI
79125	OWDC Complete System Modular Lesson Guides (paper)	1996	1	TX	5-542-790	30/May/2002	IPI
60573	OWDC Confined Water Lesson Preparation Slate	1995		TX	4-122-180	14/Sep/1995	IPI
60572	OWDC Confined Water Teaching Presentation Evaluation Slate (DISCONTINUED)	1995		TX	4-132-618	14/Sep/1995	IPI
70831P	OWDC DVD, Diver Edition - Portuguese	2003	2	PA	PA 1-258-985	27/Oct/2005	IPI
70826	OWDC Lesson Guides - CD-Rom (DISCONTINUED) OWDC Lesson Guides CD-Rom - Multilingual [Czech, Danish, Dutch, English, F, G, Hungarian, I, Norwegian, PL, Portuguese, R, S, Swedish, Turkish]	1999	1	PA	1-070-950	19/Feb/2002	IPI
70826MUL		2001	2	PA	1-084-986	30/May/2002	IPI

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79180	OWDC Manual	1994		TX	5-048-231	07/Sep/1999	IPI
79180A	OWDC Manual - Arabic	1995		TX	4-178-518	27/Feb/1996	IPI
79180C	OWDC Manual - Chinese	1999	2	TX	5-697-438	04/Feb/2003	IPI
79180C	OWDC Manual - Chinese [PADI Diver Manual - Chinese, Metric w/RDP Table]	1993		TX	3-868-367	10/Aug/1994	IPI
79180CZ	OWDC Manual - Czech	2001	2	TX	5-952-605	21/Apr/2004	IPI
79180D	OWDC Manual - Danish	1999		TX	5-953-072	21/Apr/2004	IPI
79180DU	OWDC Manual - Dutch	1999	2.1	TX	5-953-071	21/Apr/2004	IPI
79180F	OWDC Manual - French	1999	2.1	TX	6-007-565	01/Jun/2004	IPI
79180G	OWDC Manual - German	1999	2.1	TX	5-953-070	21/Apr/2004	IPI
79180I	OWDC Manual - Italian	2001	2.1	TX	5-952-606	21/Apr/2004	IPI
79180J	OWDC Manual - Japanese	2003	2.6	TX	5-952-607	21/Apr/2004	IPI
79180K	OWDC Manual - Korean	1995		TX	4-073-455	21/Jun/1995	IPI
79180P	OWDC Manual - Portuguese	1995		TX	4-132-251	14/Sep/1995	IPI
79180S	OWDC Manual - Spanish	1999	2.2	TX	5-671-521	04/Feb/2003	IPI

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79180S	OWDC Manual - Spanish [Manuel De Buceo De PADI en Aguas Abiertas - Version Metrica w/RDP Table, Metric - Spanish	1993		TX	3-892-950	10/Aug/1994	IPI
79180S	OWDC Manual - Spanish [PADI manual de buceo en aguas abiertas]	1994		TX	3-925-809	10/Aug/1994	IPI
79180	OWDC Manual (Go Dive)	1998		TX	5-048-355	07/Sep/1999	IPI
79180	OWDC Manual (Go Dive)	2003	2.4	TX	6-254-938	27/Oct/2005	IPI
79125PL	OWDC Modular Lesson Guides - Complete System - Polish (paper)	1999	1	TX	5-741-272	12/May/2003	IPI
60107	OWDC Modular Lesson Guides, Complete System (Slides)	1995		VA	759-018	14/Sep/1995	IPI
70812	OWDC Modular Lesson Guides, Complete System Version, Computer Edition (DISCONTINUED)	1995		TX	4-197-065	14/Sep/1995	IPI
79125P	OWDC Modular Lesson Guides, Metric - Portuguese, (paper) OWDC Modular Lesson Guides, paper - Spanish (Curso De Buceo en Aguas Abiertas Guías de las Lecciones Modulares - Version Metrica) (DISCONTINUED - Replaced with 79125)	1995		TX	4-240-163	30/Jan/1996	IPI
70019S	OWDC Modular Scuba Course Quizzes & Exams - Spanish, Metric (Curso Modular PADI De Buceo Con Equipo Scuba Pruebas y Exámenes - Version Metrica) (DISCONTINUED)	1991		TX	3-892-815	04/Oct/1994	IPI
70022S	OWDC Quizzes & Exams, Imperial - Spanish	1993		TX	3-888-367	10/Aug/1994	IPI
71023S	OWDC Quizzes & Exams, Metric - Korean	1995		TX	4-240-096	30/Jan/1996	IPI
71023K	OWDC Quizzes & Exams, Metric - Portuguese	1995		TX	4-057-044	21/Jun/1995	IPI
71023P	OWDC Teaching Presentation Evaluation Slate (DISCONTINUED)	1995		TX	4-240-101	30/Jun/1996	IPI
60570	OWDC Teaching Presentation Evaluation Slate (DISCONTINUED)	1995		TX	4-132-617	14/Sep/1995	IPI

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60571	OWDC Training Dive Lesson Planning Slate	1995		TX	4-132-151	14/Sep/1995	IPI
60104J	OWDC video set, Go Dive, Professional Edition (NTSC) - Japanese	2001		PA	1-235-789	01/Jun/2004	IPI
60104S	OWDC video set, Go Dive, Professional Edition (NTSC) - Spanish OWDC video set, Go Dive, Professional Edition (NTSC) [10/2005 - replaced with new product 70901 which combines OW Pro video (60104) & Conducting & Marketing OWDC Video (69177)]	2001		PA	1-235-790	01/Jun/2004	IPI
60104		2001		PA	1-235-788	01/Jun/2004	IPI
60105	OWDC video, Consumer Edition [Open Water Diver video]	1991		PA	565-507	19/Mar/1992	IPI
60105	OWDC video, Go Dive, Diver Edition (NTSC)	1998	2	PA	1-039-795	19/Mar/2001	IPI
60105CC	OWDC video, Go Dive, Diver Edition (NTSC) - Closed Caption (DISCONTINUED)	1994		PA	719-101	12/Aug/1994	IPI
60105S	OWDC video, Go Dive, Diver Edition (NTSC) - Spanish	1998	2	PA	1-136-380	05/Mar/2003	IPI
79101	PADI Advanced Dive Manual	1980		TX	562-079	07/Oct/1980	IPI
82202	Passport to Adventure Scuba Experience log	2000	1	TX	5-511-709	10/Apr/2002	IPI
70236	Peak Performance Bouyancy Specialty course: Instructor Outline	2000		TX	5-836-187	10/Apr/2002	IPI
60070	Peak Performance Bouyancy Specialty video (NTSC)	1992	1	PA	668-033	24/Jun/1993	IPI
60070F	Peak Performance Bouyancy Specialty video (NTSC) - French	1992	1	PA	1-225-961	04/May/2004	IPI
60070S	Peak Performance Bouyancy Specialty video (NTSC) - Spanish	1992	1	PA	1-225-962	04/May/2004	IPI

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69970	Positive Approach Selling video (NTSC)	1994		PA	719-097	12/Aug/1994	IPI
69150	RDP - The Wheel, Imperial	1988		TX	2-398-944	12/Jul/1988	IPI
69160	RDP, The Wheel: Instructions For Use Booklet	1987		TX	2-398-941	12/Jul/1988	IPI
09002	Report on PADI & The Aquatic Environment (DISCONTINUED)	1995		TX	4-230-889	27/Feb/1996	IPI
60205	Rescue Diver Course Cue Cards (8)	1987	1	TX	3-888-477	10/Aug/1994	IPI
70829	Rescue Diver Course Digital Lesson Guides (CD-Rom)	1999	1	PA	1-084-988	30/May/2002	IPI
70853	Rescue Diver Course DVD, Diver Edition	2004	1	PA	1-269-826	01/Dec/2004	IPI
70853P	Rescue Diver Course DVD, Diver Edition - Portuguese	2004	1	PA	6-392-345	27/Oct/2005	IPI
70854	Rescue Diver Course DVD, Professional Edition	2004	1	PA	1-269-822	01/Dec/2004	IPI
79123	Rescue Diver Course Lesson Guides (paper)	1990		TX	5-511-191	10/Apr/2002	IPI
79102	Rescue Diver Course Manual	1995		TX	5-045-553	07/Sep/1999	IPI
79102	Rescue Diver Course Manual	1999	2	TX	5-244-910	16/Feb/2001	IPI
79102	Rescue Diver Course Manual	2004	3	TX	6-254-937	27/Oct/2005	IPI
79102S	Rescue Diver Course Manual - Spanish	2000	2	TX	5-671-520	04/Feb/2003	IPI

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60077	Rescue Diver Course Video, Consumer Edition	1993		PA	719-103	12/Aug/1994	IPI
60077	Rescue Diver Course video, Diver Edition (NTSC)	1998	?	PA	1-039-798	19/Mar/2001	IPI
60077J	Rescue Diver Course video, Diver Edition (NTSC) - Japanese	1998		PA	1-225-957	04/May/2004	IPI
60077S	Rescue Diver Course video, Diver Edition (NTSC) - Spanish	1998		PA	1-228-153	01/Jun/2004	IPI
60078	Rescue Diver Course video, Professional Edition (NTSC)	1993		PA	719-102	12/Aug/1994	IPI
70877	Rescue Diver Prescriptive Lesson Guides, CD-ROM	2004	1	PA	1-258-987	27/Oct/2005	IPI
63994	Scuba - Experience Your First Breath video (DISCONTINUED)	1999	1	PA	1-071-420	19/Feb/2002	IPI
70803	Scuba Tune-Up CD-Rom	1996		TX	682-724	11/Jan/1996	IPI
70097	Scuba Tune-Up Workbook	1993		TX	3-619-717	24/Jun/1993	IPI
79140	Seal Team AquaMission Activity Book	2001	1	TX	5-389-128	24/May/2001	IPI
79143	Seal Team AquaMission Logbook (inserts only)	2001	1	TX	5-389-040	24/May/2001	IPI
60240	Seal Team Flipchart	2001	1	TX	5-335-368	24/May/2001	IPI
60240S	Seal Team Flipchart - Spanish	2002		TX	6-083-267	21/Apr/2004	IPI
79108	Seal Team Instructor Guide	2001	1	TX	5-408-588	24/May/2001	IPI

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60124	Seal Team video NTSC	2001	1	PA	1-044-515	24/May/2001	IPI
60159	Search & Recovery Specialty video, Diver Edition (NTSC)	1998		PA	1-071-422	19/Feb/2002	IPI
69925	Slutsky Streetfighting video (NTSC) w/Workbook	1993		PA	668-034	24/Jun/1993	IPI
10058	Student Record file	1992		TX	3-888-366	10/Aug/1994	IPI
10058	Student Record File	2000	3	TX	5-822-080	10/Apr/2002	IPI
10058K	Student Record File - Korean	1995		TX	4-085-290	21/Jun/1995	IPI
79411	TecRec - Gas Blender Course Instructor Guide (w/binder, w/out calculator CD-Rom)	2001	1	TX	5-511-752	10/Apr/2002	IPI
70850	TecRec - Gas Blender Course Lesson Guides CD-Rom	2001	1	PA	1-272-460	10/Apr/2002	IPI
79410	TecRec - Gas Blender Course Manual (w/out calculator CD-Rom)	2001	1	TX	5-511-190	10/Apr/2002	IPI
70851	TecRec - Gas Mix Calculator CD-Rom	2001	1	PA	1-272-459	10/Apr/2002	IPI
71024	TecRec - Tec Deep Diver Course Exams booklet	2000	1	TX	5-371-509	19/Mar/2001	IPI
71024J	TecRec - Tec Deep Diver Course Exams booklet - Japanese	2000	1	TX	5-948-889	26/Mar/2004	IPI
60204	TecRec - Tec Deep Diver Course Instructor Cue Cards (16)	2000	1	TX	5-484-665	19/Feb/2001	IPI
60204J	TecRec - Tec Deep Diver Course Instructor Cue Cards (16) - Japanese	2000		TX	5-950-466	26/Mar/2004	IPI

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70407	TecRec - Tec Deep Diver Course Instructor Guide (w/binder)	2000	1	TX	5-361-017	19/Mar/2001	PI
70407J	TecRec - Tec Deep Diver Course Instructor Guide (w/binder) - Japanese	2000	1	TX	5-948-329	26/Mar/2004	PI
79132	TecRec - Tec Deep Diver Course Lesson Guides (paper)	2000	1	TX	5-511-192	10/Apr/2002	PI
70838	TecRec - Tec Deep Diver Course Lesson Guides CD-ROM	2000	1	PA	953-887	19/Mar/2001	PI
79138	TecRec - Tec Deep Diver Course Manual	2000	1	TX	5-494-765	19/Mar/2001	PI
79138J	TecRec - Tec Deep Diver Course Manual - Japanese	2000	1	TX	5-950-482	26/Mar/2004	PI
70838J	TecRec - Tec Deep Diver Lesson Guides CD-ROM - Japanese	2001	1	PA	1-223-809	26/Mar/2004	PI
70166	The Business of Diving book	1995		TX	4-240-234	30/Jan/1996	PI
70140	The Gentle Sea book (DISCONTINUED)	1990		TX	2-854-147	27/Jul/1990	PI
70140	The Gentle Sea book (duplicate?) (DISCONTINUED)	1990		TXu	455-326	27/Jul/1990	PI
70197	The Law & the Diving Professional book	1986		TX	1-843-023	06/May/1986	PI
70165	The Recreational Diver's Guide to Decompression Theory, Dive Tables & Dive Computers book	1990		TX	428-078	27/Jul/1990	PI
60092	This is Diving video, Professional Edition (NTSC)	1995		PA	788-479	30/Jan/1996	PI
60073	This is PADI video	1995		PA	745-671	14/Sep/1995	PI

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60073	This is PADI video (NTSC)	2001	2	PA	1-080-168	10/Apr/2002	IPI
60087	Underwater Navigation Specialty video, Diver Edition (NTSC)	1994	1	PA	1-086-364	30/May/2002	IPI
60090	Underwater Navigation Specialty video, Professional Edition (NTSC)	1994		PA	733-142	06/Oct/1994	IPI
70222S	Underwater Navigator Specialty Instructor Outline - Spanish	1994	1	PA	1-225-956	04/May/2004	IPI
79306	Underwater Photographer Specialty Manual	1998	1	TX	5-542-768	30/May/2002	IPI
70106	Underwater Photography Specialty Manual: Macro (DISCONTINUED - Replaced by 79306 "Underwater Photographer Specialty Manual")	1990		TX	2-886-904	27/Jul/1990	IPI
60191	Underwater Photography Specialty video, Consumer Edition (NTSC)	1998		PA	1-086-360	30/May/2002	IPI
70105	Underwater Photography: Camera Basics & Equipment Care Manual (DISCONTINUED - Replaced by 79306 "Underwater Photographer Specialty Manual")	1989		TX	407-028	09/Mar/1990	IPI
79304	Wreck Diver Specialty Manual	1995	1.1	TX	5-542-769	30/May/2002	IPI
60093	Wreck Diver Specialty video, Diver Edition (NTSC)	1995	1	PA	1-086-361	30/May/2002	IPI
60094	Wreck Diver Specialty video, Professional Edition (NTSC)	1995		PA	788-494	30/Jan/1996	IPI
79130	Youth Diving: Responsibility & Risk Flipchart (paper)	2000	1	TX	5-391-278	24/May/2001	IPI
60079	Youth Diving: Responsibility & Risk video	2001	1	PA	1-044-510	24/May/2001	IPI
60000	Student Recruitment T.V. Commercial video (DISCONTINUED)	1983		PA	187-438	08/Sep/1983	PADI

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79307	Search & Recovery Specialty Manual	1983		TX	1-347-076	18/May/1984	PADI (IPI)
60602	The Fundamental Approach to Sales Training (NTSC) (DISCONTINUED - Replaced by 69970 "Positive Approach to Selling" video)	1984		PA	275-037	21/May/1985	PADI (IPI)
60600	The Fundamental Approach to Sales Training (NTSC) (DISCONTINUED - Replaced by 69970 "Positive Approach to Selling" video)	1984		PA	275-036	21/May/1985	PADI (IPI)
70832P	Adventures in Diving (AOW) DVD, Diver Edition - Portuguese	2005	1.01	PA	MAILED 9-May-2007	MAILED 9-May-2007	PADI Americas
60196	Adventures in Diving Course (AOW) Instructor Cue Cards (8)	2000	1	TX	6-406-243	27/Jun/2006	PADI Americas
60196C	Adventures in Diving Course (AOW) Instructor Cue Cards (8) - Chinese	2001	1.0	TX	MAILED 16 May 2007	MAILED 16 MAY 2007	PADI Americas
60196R	Adventures in Diving Course (AOW) Instructor Cue Cards (8) - Russian	2000	1.0	TX	MAILED 25-APR-2007	MAILED 25-APR-2007	PADI Americas
79101C	Adventures in Diving course (AOW) Manual - Chinese	2005	2.05	TX	MAILED 16 May 2007	MAILED 16 MAY 2007	PADI Americas
79101DU	Adventures in Diving Course (AOW) Manual - Dutch	2003	2.3	TX	6-305-437	13/Jan/2006	PADI Americas
79101F	Adventures in Diving Course (AOW) Manual - French	2005	2.4	TX	6-304-039	13/Jan/2006	PADI Americas
79101G	Adventures in Diving Course (AOW) Manual - German	2005	2.4	TX	6-304-038	13/Jan/2006	PADI Americas
79101I	Adventures in Diving Course (AOW) Manual - Italian	2003	2.3	TX	6-305-438	13/Jan/2006	PADI Americas
79101J	Adventures in Diving Course (AOW) Manual - Japanese	2003	2.1	TX	6-378-841	15/Jun/2006	PADI Americas
79101K	Adventures in Diving Course (AOW) Manual - Korean	2005	2.05	TX	MAILED 25-APR-2007	MAILED 25-APR-2007	PADI Americas

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69230	Adventures in Diving Student Slate	2003	2.1	TX	MAILED 30 MAY 2007	MAILED 30 MAY 2007	PADI Americas
70501	Course Director Manual (paper)	2006	2.0	TX	MAILED 30 MAY 2007	MAILED 30 MAY 2007	PADI Americas
79300P	Deep Diver Specialty Manual (Portuguese)	2003	1.2	TX	6-378-840	15/Jun/2006	PADI Americas
70842R	Deep Diver Specialty video, Diver Edition DVD - Russian	2005	1.01	PA	MAILED 30 MAY 2007	MAILED 30 MAY 2007	PADI Americas
70842	Deep Diving Speicalty Video, DVD-NTSC, Diver Edition	2005	1.01	PA	1-351-572	29/Nov/2006	PADI Americas
70015	Digital Underwater Photographer Manual	2005	1.0	TX	6-410-187	15/Jun/2006	PADI Americas
70015C	Digital Underwater Photographer Manual - Chinese	2005	1.0	TX	MAILED 16 May 2007	MAILED 16 MAY 2007	PADI Americas
70015DU	Digital Underwater Photographer Manual - Dutch	2005	1.0	TX	6-467-539	29/Nov/2006	PADI Americas
70015F	Digital Underwater Photographer Manual - French	2005	1.0	TX	6-467-537	29/Nov/2006	PADI Americas
70015G	Digital Underwater Photographer Manual - German	2005	1.0	TX	6-467-536	29/Nov/2006	PADI Americas
70015I	Digital Underwater Photographer Manual - Italian	2005	1.0	TX	6-467-535	29/Nov/2006	PADI Americas
70015J	Digital Underwater Photographer Manual - Japanese	2006	1.0	TX	6-467-533	29/Nov/2006	PADI Americas
70015K	Digital Underwater Photographer Manual - Korean	2005	1.0	TX	MAILED 25-APR-2007	MAILED 25-APR-2007	PADI Americas
70015P	Digital Underwater Photographer Manual - Portuguese	2005	1.0	TX	6-467-538	29/Nov/2006	PADI Americas

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70015R	Digital Underwater Photographer Manual - Russian	2005	1.0	TX	MAILED 4 April 2007	MAILED 4 April 2007	PADI Americas
70015S	Digital Underwater Photographer Manual - Spanish	2005	1.0	TX	6-467-534	29/Nov/2006	PADI Americas
70215	Digital Underwater Photographer Specialty Course Instructor Outline	2005	1.0	TX	6-405-915	27/Jun/2006	PADI Americas
70215DU	Digital Underwater Photographer Specialty Course Instructor Outline - Dutch	2005	1.0	TX	6-467-522	29/Nov/2006	PADI Americas
70215F	Digital Underwater Photographer Specialty Course Instructor Outline - French	2005	1.0	TX	6-467-523	29/Nov/2006	PADI Americas
70215G	Digital Underwater Photographer Specialty Course Instructor Outline - German	2005	1.0	TX	6-467-524	29/Nov/2006	PADI Americas
70215I	Digital Underwater Photographer Specialty Course Instructor Outline - Italian	2005	1.0	TX	6-467-525	29/Nov/2006	PADI Americas
70215J	Digital Underwater Photographer Specialty Course Instructor Outline - Japanese	2006	1.0	TX	6-467-526	29/Nov/2006	PADI Americas
70215S	Digital Underwater Photographer Specialty Course Instructor Outline - Spanish	2005	1.0	TX	6-467-527	29/Nov/2006	PADI Americas
70843	Discover the Underwater World DVD (NTSC), Diver Edition	2005	1.01	PA	1-351-573	29/Nov/2006	PADI Americas
70844P	Divemaster Course DVD, Diver Edition	2005	1.0	PA	MAILED 9-May-2007	MAILED 9-May-2007	PADI Americas
70898	Divemaster Course DVD, Pro Edition (NTSC)	2005	1.01	PA	1-336-211	27/Jun/2006	PADI Americas
79122R	Divemaster Course Instructor Guide, paper version - Russian	2006	3.05	TX	MAILED 25-APR-2007	MAILED 25-APR-2007	PADI Americas
70818C	Divemaster Course Lesson Guides CD ROM - Chinese		1.01	PA	MAILED 16 May 2007	MAILED 16 MAY 2007	PADI Americas

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70090C	Divemaster Course Manual - Chinese	1999	2.1	TX	MAILED 16 May 2007	MAILED 16 MAY 2007	PADI Americas
70090G	Divemaster Course Manual - German	2005	2.4	TX	PA 1-345-269	15/Jun/2006	PADI Americas
70090J	Divemaster Course Manual - Japanese	2005	2.05	TX	MAILED 4 April 2007	MAILED 4 April 2007	PADI Americas
70090K	Divemaster Course Manual - Korean	2003	2.3	TX	MAILED 25-APR-2007	MAILED 25-APR-2007	PADI Americas
60207K	Divemaster Course Slates (4) - Korean	2004	2.2	TX	TX 6-557-657	06/Apr/2007	PADI Americas
60207R	Divemaster Course Slates (5) - Russian	2004	2.2	TX	6-381-486	15/Jun/2006	PADI Americas
70047C	Diver's Log Book - Chinese	2006	2.04	TX	MAILED 9-May-2007	MAILED 9-May-2007	PADI Americas
70047K	Diver's Log Book - Korean	2003	2.0	TX	MAILED 9-May-2007	MAILED 9-May-2007	PADI Americas
70214	Diving Knowledge Workbook	2005	2.0	TX	MAILED 4 April 2007	MAILED 4 April 2007	PADI Americas
70214C	Diving Knowledge Workbook - Chinese	2003	1.2	TX	MAILED 16 MAY 2007	MAILED 16 MAY 2007	PADI Americas
70214K	Diving Knowledge Workbook - Korean	2003	1.2	TX	MAILED 25-APR-2007	MAILED 25-APR-2007	PADI Americas
70845	Diving with the Wheel, DVD, Diver Edition	2006	1.01	PA	PA 1-370-700	06/Apr/2007	PADI Americas
70856	Dry Suit Specialty Video, DVD-NTSC, Diver Edition	2005	1.01	PA	1-351-575	29/Nov/2006	PADI Americas
60130	DSD Instructor Cue Card - Confined Open Water	2003	1	TX	6-409-145	27/Jun/2006	PADI Americas

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60130R	DSD Instructor Cue Card - Confined OW - Russian	2003	1.0	TX	MAILED 4 April 2007	MAILED 4 April 2007	PADI Americas
70034J	Encyclopedia of Recreational Diving book - Japanese	2006	3.0	TX	MAILED 4 April 2007	MAILED 4 April 2007	PADI Americas
70034P	Encyclopedia of Recreational Diving book - Portuguese	2006	3.01	TX	TX 6-555-404	04/Apr/2007	PADI Americas
70833	Encyclopedia of Recreational Diving, Multimedia, CD-ROM - 3rd Edition	2006	3.01	PA	1-351-571	29/Nov/2006	PADI Americas
70828	Enriched Air Diver Specialty Lesson Guides - CD Rom	2003	2.0	PA	MAILED 16 May 2007	MAILED 16 MAY 2007	PADI Americas
71450C	Enriched Air Diving Manual (Metric) - Chinese	2006	3.01	TX	MAILED 30 MAY 2007	MAILED 30 MAY 2007	PADI Americas
71450DU	Enriched Air Diving Manual, Metric - Dutch	2005	3	TX	6-377-528	15/Jun/2006	PADI Americas
71450F	Enriched Air Diving Manual, Metric - French	2005	3	TX	6-374-405	15/Jun/2006	PADI Americas
71450G	Enriched Air Diving Manual, Metric - German	2005	3	TX	6-374-406	15/Jun/2006	PADI Americas
71450I	Enriched Air Diving Manual, Metric - Italian	2005	3	TX	6-377-527	15/Jun/2006	PADI Americas
71450J	Enriched Air Diving Manual, Metric - Japanese	2006	3	TX	6-377-526	15/Jun/2006	PADI Americas
71450K	Enriched Air Diving Manual, Metric - Korean	2006	3.01	TX	MAILED 9-May-2007	MAILED 9-May-2007	PADI Americas
71450PL	Enriched Air Diving Manual, Metric - Polish	2005	3.0	TX	MAILED 16 May 2007	MAILED 16 MAY 2007	PADI Americas
71450S	Enriched Air Diving Manual, Metric - Spanish	2005	3	TX	6-377-525	15/Jun/2006	PADI Americas

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71450R	Enriched Air Diving Speciality Manual, Metric - Russian	2006	3.01	TX	MAILED 4 April 2007	MAILED 4 April 2007	PADI Americas
70928J	Evaluation Training Video - Japanese	2007	2007	PA	MAILED 16 May 2007	MAILED 16 MAY 2007	PADI Americas
70508	Instructor Candidate Workbook	2006	2.0	TX	MAILED 30 MAY 2007	MAILED 30 MAY 2007	PADI Americas
70508C	Instructor Candidate Workbook - Chinese	2004	1.3	TX	MAILED 9-May-2007	MAILED 9-May-2007	PADI Americas
70508K	Instructor Candidate Workbook - Korean	2001	?	TX	MAILED 9-May-2007	MAILED 9-May-2007	PADI Americas
70508P	Instructor Candidate Workbook - Portuguese	2004	1.3	TX	6-377-658	15/Jun/2006	PADI Americas
70825	Instructor Development Course Lesson Guides CD-ROM	2006	3.0	PA	MAILED 9-May-2007	MAILED 9-May-2007	PADI Americas
70825DU	Instructor Development Course Lesson Guides CD-ROM Dutch	2001	2.2	PA	PA 1-324-732	13/Jan/2006	PADI Americas
70825G	Instructor Development Course Lesson Guides CD-ROM German	2001	2.2	PA	PA 1-325-526	13/Jan/2006	PADI Americas
70825I	Instructor Development Course Lesson Guides CD-ROM Italian	2001	2.2	PA	PA 1-325-529	13/Jan/2006	PADI Americas
70825K	Instructor Development Course Lesson Guides CD-ROM Korean	2003	2.2	PA	MAILED 16 May 2007	MAILED 16 MAY 2007	PADI Americas
70825F	Instructor Development Course Lesson Guides CD-ROM, French	2001	2.2	PA	1-321-712	15/Jun/2006	PADI Americas
71120K	Instructor Manual - Korean	2004	2.9	TX	MAILED 16 May 2007	MAILED 16 MAY 2007	PADI Americas
71120C	Instructor Manual - paper (Chinese)	2004	2.9	TX	MAILED 9-May-2007	MAILED 9-May-2007	PADI Americas

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70827J	Instructor Manual CD Rom - Japanese	2006	2006	PA	MAILED 16 May 2007	MAILED 16 MAY 2007	PADI Americas
70827MUL	Instructor Manual CD Rom - Multilingual [includes Dutch, English, French, Portuguese, and Spanish]	2006	2006	PA	1-364-683	29/Nov/2006	PADI Americas
70827MUL	Instructor Manual CD Rom - Multilingual [includes Dutch, English, French, Portuguese, and Spanish]	2007	2007	PA	MAILED 30 MAY 2007	MAILED 30 MAY 2007	PADI Americas
None	Master Scuba Diver Challenge DVD	2005		PA	1-316-086	23/Jan/2006	PADI Americas
None	Master Scuba Diver Challenge Poster	2005		TX	6-323-563	23/Jan/2006	PADI Americas
60194	OWDC Confined Water Aquatic Cue Cards (8)	2004	2.4	TX	MAILED 30 MAY 2007	MAILED 30 MAY 2007	PADI Americas
60573C	OWDC Confined Water Lesson Preparation Slate	2000	2.0	TX	MAILED 16 May 2007	MAILED 16 MAY 2007	PADI Americas
60573R	OWDC Confined Water Lesson Preparation Slate	2000	2	TX	6-401-109	15/Jun/2006	PADI Americas
70831K	OWDC DVD, Diver Edition - Korean	2002	2.1	PA	1-335-780	15/Jun/2006	PADI Americas
79180C	OWDC Manual - Chinese	2005	2.06	TX	MAILED 16 May 2007	MAILED 16 MAY 2007	PADI Americas
79180GR	OWDC Manual - Greek	2006	2.07	TX	MAILED 4 April 2007	MAILED 4 April 2007	PADI Americas
79180J	OWDC Manual - Japanese	2006	2.07	TX	MAILED 30 MAY 2007	MAILED 30 MAY 2007	PADI Americas
79180K	OWDC Manual - Korean	2006	2.07	TX	MAILED 16 May 2007	MAILED 16 MAY 2007	PADI Americas
79180PL	OWDC Manual - Polish	2006	2.07	TX	MAILED 30 MAY 2007	MAILED 30 MAY 2007	PADI Americas

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79180P	OWDC Manual - Portuguese	2006	2.07	TX	MAILED 30 MAY 2007	MAILED 30 MAY 2007	PADI Americas
79180T	OWDC Manual - Turkish	2006	2.07	TX	MAILED 4 April 2007	MAILED 4 April 2007	PADI Americas
60202	OWDC Open Water Aquatic Cue Cards (5)	2004	2.5	TX	MAILED 30 MAY 2007	MAILED 30 MAY 2007	PADI Americas
70852	OWDC Prescriptive Lesson Guides CD-Rom (Win/Mac)	2002	1	PA	MAILED 30 MAY 2007	MAILED 30 MAY 2007	PADI Americas
60571	OWDC Training Dive Lesson Planning Slate	2000	2.0	TX	MAILED 30 MAY 2007	MAILED 30 MAY 2007	PADI Americas
60571C	OWDC Training Dive Lesson Planning Slate - Chinese	2000	2.0	TX	MAILED 16 May 2007	MAILED 16 MAY 2007	PADI Americas
60571R	OWDC Training Dive Lesson Planning Slate - Russian	2000	2	TX	6-401-110	15/Jun/2006	PADI Americas
70901	OWDC video on DVD, Pro Edition (NTSC) [replaces 60104 & includes 69177 eff 10/05]	2005	1.1	PA	1-340-930	26/Jun/2006	PADI Americas
70858P	Peak Performance Buoyancy Video, DVD - Portuguese	2005	1.01	PA	MAILED 30 MAY 2007	MAILED 30 MAY 2007	PADI Americas
70858	Peak Performance Buoyancy Video, DVD-NTSC, Diver Edition	2005	1.01	PA	1-351-574	29/Nov/2006	PADI Americas
60205K	Rescue Diver Course Cue Cards (8) - Korean	2005	2.1	TX	MAILED 16 May 2007	MAILED 16 MAY 2007	PADI Americas
70829C	Rescue Diver Course Digital Lesson Guides (CD-ROM) - Chinese	2004	1.0	PA	MAILED 16 MAY 2007	MAILED 16 MAY 2007	PADI Americas
70829R	Rescue Diver Course Digital Lesson Guides (CD-Rom) - Russian	2004	1.0	PA	MAILED 25-APR-2007	MAILED 25-APR-2007	PADI Americas
70853S	Rescue Diver Course DVD, Diver Edition - Spanish	2005	1.01	PA	PA 1-370-701	06/Apr/2007	PADI Americas

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79120R	Rescue Diver Course Instructor Guide (paper)-Russian	2005	3.01	TX	MAILED 25-APR-2007	MAILED 25-APR-2007	PADI Americas
79102C	Rescue Diver Course Manual - Chinese	2004	3.0	TX	MAILED 16 May 2007	MAILED 16 MAY 2007	PADI Americas
72102J	Rescue Diver Course Manual - Japanese	2005	3.0	TX	6-399-806	15/Jun/2006	PADI Americas
79102PL	Rescue Diver Course Manual - Polish	2004	3.0	TX	6-393-310	26/Jun/2006	PADI Americas
79102SW	Rescue Diver Course Manual - Swedish	2005	3.01	TX	6-399-805	15/Jun/2006	PADI Americas
70877J	Rescue Diver Prescriptive Lesson Guides, CD-ROM - Japanese	2004	1.0	PA	MAILED 25-APR-2007	MAILED 25-APR-2007	PADI Americas
70877K	Rescue Diver Prescriptive Lesson Guides, CD-ROM - Korean	2004	1.0	PA	MAILED 25-APR-2007	MAILED 25-APR-2007	PADI Americas
70877P	Rescue Diver Prescriptive Lesson Guides, CD-ROM - Portuguese	2004	1.0	PA	MAILED 9-May-2007	MAILED 9-May-2007	PADI Americas
70857	Scuba Instructor, The Possibilities Video, DVD-NTSC	2005	1.0	PA	1-351-576	29/Nov/2006	PADI Americas
79108R	Seal Team Instructor Guide (Russian)	2005	1.02	TX	MAILED 25-APR-2007	MAILED 25-APR-2007	PADI Americas
60124S	Seal Team video, NTSC (confirmed by Aaron Anthony) - Spanish	2001	1	PA	1-312-966	13/Jan/2006	PADI Americas
70909	Specialty Course Instructor Manual, Digital Version (24 specialties - see 70909 tab for individual product numbers)	2005	2005	PA	PA 1-325-525	13/Jan/2006	PADI Americas
79510	The Best of the Undersea Journal book (9 sections)	2003	1.1	TX	6-402-702	26/Jun/2006	PADI Americas
70885	Underwater Navigation Video, DVD-NTSC, Diver Edition	2005	1.01	PA	PA 1-370-705	04/Apr/2007	PADI Americas

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PADI Americas, Inc. (aka International PADI, Inc.)
Capital Investments and Ventures Corp.
PADI Worldwide Corp.

COPYRIGHT REGISTRATIONS

PADI PRODUCT NUMBER	PRODUCT TITLE / DESCRIPTION	WORK COMPL'N DATE ©	VER#	FORM TYPE	REG. NUMBER	REG. DATE	REGISTERED TO
70840	Visual Merchandising - Store Layout and Design CD-ROM	2004	1	PA	PA 1-325-523	13/Jan/2006	PADI Americas
70888R	Wreck Diving Video, DVD, Diver Edition - Russian	2005	1.01	PA	MAILED 30 MAY 2007	MAILED 30 MAY 2007	PADI Americas
70888	Wreck Diving Video, DVD-NTSC, Diver Edition	2005	1.01	PA	1-351-524	29/Nov/2006	PADI Americas
79130	Youth Diving: Responsibility & Risks Flipchart (paper)	2001	2	TX	6-375-669	26/Jun/2006	PADI Americas
70887A	Youth Risk Management Video, DVD - English, a la carte	2005	1.01	PA	MAILED 6-JUN-2007	MAILED 6-JUN-2007	PADI Americas
79103C	Diving Accident Management Workslate - Chinese	1991	1.0	TX	MAILED 16 MAY 2007	MAILED 16 MAY 2007	PADI Americas Professional
	PADI "Diving Is..." Promotional Audio-Visual Program (slides) (DISCONTINUED - Replaced by 60096 "This is Diving" video)	1982		PA	183-153	06/Sep/1983	Association of Diving Instructors Professional
70193	The Retail Dive Store: Management & Operations (DISCONTINUED)	1980		TX	915-932	02/Jun/1982	Association of Diving Instructors Professional
79302	Underwater Navigator Specialty Manual	1980		TX	911-769	26/May/1982	Association of Diving Instructors
70844	Divemaster Course DVD, Diver Edition [registered under Pro edition, 70898]	2005	1	PA			

TRADEMARK

REEL: 003614 FRAME: 0316

SCHEDULE B

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TRADEMARK REGISTRATIONS

COUNTRY	TRADEMARK DESIGN	CLASSES	SERIAL NO. / REGISTRATION NO.	REGISTRATION DATE	REGISTERED TO
United States	Current Publishing Corp.	9, 16	SN 78492037 - Reg # 3185530	19-Dec-2006	Current Publishing Corp.
United States	Life on an Ocean Planet - Service Mark	9, 16	SN 78491209 - Reg # 3027999	13-Dec-2005	Current Publishing Corp.
United States	International Cork & Fork Society	42	SN 73181181 - Reg # 1230495	08-Mar-1983	John J. Cronin. 7/2007 (To be assigned)
United States	Bubblemaker Logo & Design	41	2479554	21-Aug-2001	PADI Americas, Inc. (Assigned from IPi)
United States	Discover Scuba	16	1732989	17-Nov-1992	PADI Americas, Inc. (Assigned from IPi)
United States	Discover Scuba	41	1720854	29-Sep-1992	PADI Americas, Inc. (Assigned from IPi)
United States	Dive Industry News	16	1330869	16-Apr-1985	PADI Americas, Inc. (Assigned from IPi)
United States	Dive-Chek	41	1900979	20-Jun-1995	PADI Americas, Inc. (Assigned from IPi)
United States	Diver on Globe Logo	25	1336842	21-May-1985	PADI Americas, Inc. (Assigned from IPi)
United States	Diver on Globe Logo	41	1375143	10-Dec-1985	PADI Americas, Inc. (Assigned from IPi)
United States	Diver on Globe Logo	42	1375196	10-Dec-1985	PADI Americas, Inc. (Assigned from IPi)

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TRADEMARK REGISTRATIONS

COUNTRY	TRADEMARK DESIGN	CLASSES	SERIAL NO. / REGISTRATION NO.	REGISTRATION DATE	REGISTERED TO
United States	Diver on Globe Logo	16	1375784	17-Dec-1985	PADI Americas, Inc. (Assigned from IPI)
United States	Go Dive' words - Service Mark	Class 9, 16	SN 78741565 - Reg # 3157806	17-Oct-2006	PADI Americas, Inc. (Assigned from IPI)
United States	Go Dive' words - Service Mark	Class 41, 42	78741835	27-Oct-2005	PADI Americas, Inc. (Assigned from IPI)
United States	Gold Palm Resort	B	2251800	08-Jun-1999	PADI Americas, Inc. (Assigned from IPI)
United States	PADI block	41, 42	1005461	25-Feb-1975	PADI Americas, Inc (Assigned from IPI)
United States	PADI CDC Career Development Center	41	SN 75133905 - Reg # 2194577	13-Oct-1998	PADI Americas, Inc. (Assigned from IPI)
United States	PADI Diving Society	16	2272724	24-Aug-1999	PADI Americas, Inc. (Assigned from IPI)
United States	PADI Diving Society	41	2202584	10-Nov-1998	PADI Americas, Inc. (Assigned from IPI)
United States	PADI eLearning	41	SN 78339726 - Reg # 2974287	19-Jul-2005	PADI Americas, Inc. (Assigned from IPI)
United States	PADI Fanciful	16, 41	1243542	28-Jun-1983	PADI Americas, Inc (Assigned from IPI)
United States	PADI Fanciful	25	1595478	08-May-1990	PADI Americas, Inc (Assigned from IPI)

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COUNTRY	TRADEMARK DESIGN	CLASSES	SERIAL NO. / REGISTRATION NO.	REGISTRATION DATE	REGISTERED TO
United States	PADI Fanciful	42	SN 73776097 - Reg # 1645599	21-May-1991	PADI Americas, Inc. CIVCO Assigned to IPI
United States	PADI Seal Team & Design	16	SN 76354883 - Reg # 2668729	31-Dec-2002	PADI Americas, Inc. (Assigned from IPI)
United States	PADI Seal Team & Design	41	SN 76354884 - Reg # 2695113	11-Mar-2003	PADI Americas, Inc. (Assigned from IPI)
United States	PADI Travel Network & Palm Tree w/diver Logo	39	2236431	06-Apr-1999	PADI Americas, Inc. (Assigned from IPI)
United States	PADI TRAVEL NETWORK & Palm Tree w/diver Logo	42	2316350	08-Feb-2000	PADI Americas, Inc. (Assigned from IPI)
United States	Professional Association of Diving Instructors	16	1282464	19-Jun-1984	PADI Americas, Inc. (Assigned from IPI)
United States	Professional Association of Diving Instructors	41	1164966	11-Aug-1981	PADI Americas, Inc. (Assigned from IPI)
United States	TEC REC logo	16	SN 76109632 - Reg # 2670992	07-Jan-2003	PADI Americas, Inc. (Assigned from IPI)
United States	TEC REC logo	41	SN 76109483 - Reg # 2670991	07-Jan-2003	PADI Americas, Inc. (Assigned from IPI)
United States	The Trusted Name in Dive Travel	39	2497634	16-Oct-2001	PADI Americas, Inc. (Assigned from IPI)
United States	The Trusted Name in Dive Travel	42	2497635	16-Oct-2001	PADI Americas, Inc. (Assigned from PTNI)

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COUNTRY	TRADEMARK DESIGN	CLASSES	SERIAL NO. / REGISTRATION NO.	REGISTRATION DATE	REGISTERED TO
United States	The Way the World Learns To Dive	16	1992545	13-Aug-1996	PADI Americas, Inc. (Assigned from IPI)
United States	The Way the World Learns To Dive	41	1988042	23-Jul-1996	PADI Americas, Inc. (Assigned from IPI)
United States	Undersea Journal	16	1287880	31-Jul-1984	PADI Americas, Inc. (Assigned from Professional Association of Diving Instructors)

SCHEDULE C

LOCATIONS OF EQUIPMENT AND INVENTORY

Location

Qualified to do business in such location?

30151 Tomas Street

Yes

Rancho Santa Margarita, California 92688-2125

SCHEDULE D

LOCATIONS OF BOOKS AND RECORDS

1. Chief Executive Office

30151 Tomas Street
Rancho Santa Margarita, CA 92688

2. Locations of Account Records and Chattel Paper

30151 Tomas Street
Rancho Santa Margarita, CA 92688

SCHEDULE E

DEPOSIT ACCOUNTS, CERTAIN INVESTMENT PROPERTY AND LETTERS OF CREDIT

1. Deposit Accounts

<u>Borrower</u>	<u>Name and Address of Institution Holding Account</u>	<u>Account No.</u>
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International PADI (PADI Americas)		
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International PADI Inc. (PADI Americas)		
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International PADI Inc. (PADI Americas)		
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PADI Worldwide		
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Capital Investments & Ventures Corp.		
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Current Publishing		
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2. Securities Accounts and Other Investment Property

<u>Description of Asset</u>	<u>Account No.</u>	<u>Name and Address of Institution Holding Account</u>
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None.		
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3. Letters of Credit Issued for the Benefit of the Grantors

None.		
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SCHEDULE F

UCC FILING OFFICES AND STATE ORGANIZATIONAL IDENTIFICATION NUMBER

<u>Grantor</u>	<u>Filing Office</u>	<u>State Organizational Identification Number</u>
Capital Investments and Ventures Group	California	C0729609
PADI Worldwide Corp.	California	C1144754
PADI Americas, Inc.	California	C1149018
Current Publishing Corp.	California	C2503782