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D:\STEPHEN L. EARNEST, ESQ. COMPANY:5445 TRIANGLE PARKWAY, SUITE 200

## TRADEMARK ASSIGNMENT

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Stylesheet Version v1.104/02/2010  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aquarium Holdings of Northern Kentucky, LLC		03/18/2010	LIMITED LIABILITY COMPANY: KENTUCKY
RECEIVING PARTY DATA			
Name:	Newport Aquarium, LLC		
Doing Business As:	DBA Newport Aquarium		
Street Address:	One Aquarium Way		
City:	Newport		
State/Country:	KENTUCKY		
Postal Code:	41071		
Entity Type:	LIMITED LIABILITY COMPANY: MISSOURI		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2493615	NEWPORT AQUARIUM	
Registration Number:	2583237	NEWPORT AQUARIUM	
Registration Number:	3414024	SCUBA SANTA	
CORRESPONDENCE DATA			
Fax Number:	(770)441-3286		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	678-993-1941		
Email:	searnest@hfecorp.com		
Correspondent Name:	Stephen L. Earnest, Esq.		
Address Line 1:	5445 Triangle Parkway, Suite 200		
Address Line 4:	Norcross, GEORGIA 30041		
NAME OF SUBMITTER:	Stephen L. Earnest		
Signature:	/Stephen L. Earnest/		

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From:

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D:STEPHEN L. EARNEST, ESQ. COMPANY:5445 TRIANGLE PARKWAY, SUITE 200

Date:

04/02/2010

**Total Attachments: 11**

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TRADEMARK

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**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT ("Assignment") is entered into this 18<sup>th</sup> day of March, 2010 by and between NEWPORT AQUARIUM, L.L.C., a limited liability company formed in accordance with the laws of Missouri (the "Assignee"), and AQUARIUM HOLDINGS OF NORTHERN KENTUCKY, L.L.C., a limited liability company formed in accordance with the laws of Kentucky (the "Assignor").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks and the corresponding registrations set forth on Exhibit 1 (collectively, the "Trademarks"), together with the goodwill of the business connected with and symbolized by the Trademarks;

WHEREAS, Assignor sold all of its assets to Assignee by an Asset Purchase Agreement dated November 19, 2007; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks purchased pursuant to the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

Assignor hereby assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this assignment, transfer and conveyance not been made.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations set forth on Exhibit 1 to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademarks.

This Trademark Assignment Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

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

ASSIGNOR

AQUARIUM HOLDINGS OF  
NORTHERN KENTUCKY, L.L.C.

By: Jana Widelind

Title: CFO of its manager

STATE OF Ohio

COUNTY OF Franklin

On this 18<sup>th</sup> day of March, 2010, before me, a Notary Public in and for the State and County aforesaid, personally appeared Jana Widelind, known by me to be the person of the above name and an officer of Aquarium Holdings of Northern Kentucky, L.L.C., duly authorized to execute this Assignment on behalf of Aquarium Holdings of Northern Kentucky, L.L.C.

Given under my hand and seal of office this 18<sup>th</sup> day of March, 2010.

Sharon Kondracki  
Notary Public



SHARON KONDRACKI  
Notary Public, State of Ohio  
My Commission Expires 04-16-10

My commission expires:

4-16-10

ASSIGNEE

NEWPORT AQUARIUM, L.L.C.

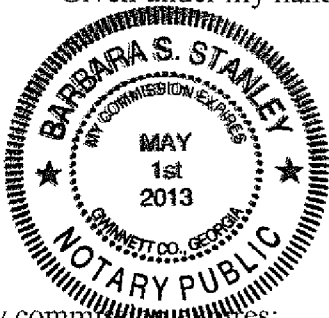
By: *Jane Cooper*  
Title: *President*

STATE OF *Georgia*

COUNTY OF *Gwinnett*

On this *30* day of March, 2010, before me, a Notary Public in and for the State and County aforesaid, personally appeared *Jane Cooper*, known by me to be the person of the above name and an officer of Newport Aquarium, L.L.C., duly authorized to execute this Assignment on behalf of Newport Aquarium, L.L.C.

Given under my hand and seal of office this *30* day of March, 2010.



*Barbara S Stanley*  
Notary Public

My commission expires:

*May 1, 2013*

**Exhibit 1**

**Trademarks**

1. U.S. Trademark Registration No. 2,493,615 for the mark NEWPORT AQUARIUM (Class 41)
2. U.S. Trademark Registration No. 2,583,237 for the mark NEWPORT AQUARIUM (Class 25)
3. U.S. Trademark Registration No. 3,414,024 for the mark SCUBA SANTA (Class 41)