

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310461

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marine Exhibition Corporation		07/02/2014	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Festival Fun Parks, LLC		
Street Address:	590 MacArthur Blvd.		
Internal Address:	Ste. 400		
City:	Newport Beach		
State/Country:	CALIFORNIA		
Postal Code:	92660		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	0767700	SEAQUARIUM	
Registration Number:	0772473	MIAMI SEAQUARIUM	
Registration Number:	1648383	SEAQUARIUM	
Registration Number:	2980590	MIAMI SEAQUARIUM	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	213-596-5620		
Email:	trademarkprosecution@zuberlaw.com		
Correspondent Name:	Andre Senasac		
Address Line 1:	777 S. Figueroa Street, 37th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:	1565-1001		
NAME OF SUBMITTER:	Andre Senasac		
SIGNATURE:	/Andre Senasac/		
DATE SIGNED:	07/11/2014		
Total Attachments: 3			
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ASSIGNMENT OF TRADEMARKS

Whereas, Marine Exhibition Corporation ("Assignor"), a corporation organized under the laws of the State of Florida, located at 3195 Ponce de Leon Boulevard, Coral Gables, Florida 33134, is the owner of the trademarks and registrations of same ("the Trademarks"), as listed on Schedule A, which is attached hereto and incorporated herein by reference.

Whereas, Festival Fun Parks, LLC ("Assignee"), a limited liability company organized under the laws of the State of Delaware, located at 4590 MacArthur Blvd., Ste. 400, Newport Beach, California 92660, wishes to acquire all the right, title and interest to the Trademarks, and any registrations thereof, together with the goodwill pertaining thereto.

THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor assigns the Trademarks and any registrations thereof, together with the goodwill pertaining thereto, to Assignee as follows:

1. GRANT OF RIGHTS:

Assignor irrevocably grants, sells, transfers, assigns and delivers to Assignee, all right, title and interest of every kind and character throughout the world that it has in and to the Trademarks, and the goodwill of the business pertaining thereto, including the right to and all claims for past damages, it being acknowledged and understood that it is the intention of this assignment to confer upon Assignee Assignor's full and complete title to and ownership of the Trademarks, for their life, or any term allowed by law.

2. REPRESENTATIONS AND WARRANTIES:

Assignor represents and warrants:

2.1 Assignor is the owner of the Trademarks free and clear of any lien, encumbrance, claim or challenge, the registrations are duly perfected, fully paid to date, and in good standing, and all applications are pending without opposition or objection.

2.2 Assignor has not previously assigned its ownership, right, or title, in whole or in part to the Trademarks to any other person.

3. RIGHTS AND OBLIGATIONS:

3.1 Assignor agrees to execute and deliver or cause to be executed and delivered to Assignee for the Trademarks or any purchaser of the Trademarks from Assignee any and all documents and instruments, in form and substance reasonably satisfactory to Assignee and its counsel, necessary to effect and complete the transfer, grant or sale to Assignee of all rights or property acquired or intended to be acquired by Assignee under this Agreement, and shall pay any fees or expense found due and owing prior to the date of this Assignment.

4. ASSIGNMENT:

4.1 The obligations, representations and warranties of Assignor herein may be transferred by Assignee to any purchaser of the Trademarks from Assignee and such purchaser may enforce the representations and warranties as though made to it.

IN WITNESS WHEREOF, each party has agreed to and executed this Assignment effective as of July 2nd, 2014.

ASSIGNOR: ~~MARINE EXHIBITION CORPORATION~~

By: 

Signature of Authorized Signatory

Name (Printed): Michael Baroni

Title: Secretary

ASSIGNEE: ~~FESTIVAL FUN PARKS, LLC~~

By: 

Signature of Authorized Signatory

Name (Printed): Michael Baroni

Title: Secretary

Schedule A

Trademark	Country	Registration No.	Registration Date	Status
SEAQUARIUM	U.S.	767,700	March 31, 1964	Registered
MIAMI SEAQUARIUM	U.S.	772,473	June 30, 1964	Registered
SEAQUARIUM	U.S.	1,648,383	June 18, 1991	Registered
MIAMI SEAQUARIUM	U.S.	2,980,590	August 2, 2005	Registered
SEAQUARIUM	Canada	114,661	April 1, 1966	Registered
SEAQUARIUM	Puerto Rico	7836	June 18, 1991	Registered