

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM333259

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bahamas Billfish Championship, Inc.		02/04/2015	CORPORATION: FLORIDA
Al Behrendt Enterprises, Inc.		02/04/2015	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Cruz Bay Publishing, Inc.		
Street Address:	300 Continental Boulevard		
Internal Address:	Suite 650		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3047741		
Registration Number:	3025591		
Registration Number:	3047719		
Registration Number:	3037225	THE TEASER	
Registration Number:	3167092	DANIA BEACH MARINE FLEA MARKET	
Registration Number:	3022592		
Registration Number:	3167091	BAHAMAS BILLFISH CHAMPIONSHIP	
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:	734-623-1698		
Email:	jblattner@dickinsonwright.com		
Correspondent Name:	John C. Blattner		
Address Line 1:	350 S. Main Street		
Address Line 2:	Suite 300		
Address Line 4:	Ann Arbor, MICHIGAN 48104		

OP \$190.00 3047741

ATTORNEY DOCKET NUMBER:	27932-2
NAME OF SUBMITTER:	John C. Blattner
SIGNATURE:	/John C. Blattner/
DATE SIGNED:	02/25/2015

Total Attachments: 16

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), by and among Bahamas Billfish Championship, Inc., a Florida corporation ("BBC"), Al Behrendt Enterprises, Inc., a Florida corporation ("ABE"), and together with BBC, each an "Assignor" and collectively, the "Assignors"), and Cruz Bay Publishing, Inc., a Delaware corporation (the "Assignee"), is dated and effective as of February 6, 2015 (the "Effective Date").

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and among the Assignee, the Assignors and the other individuals listed on the signature pages thereto (the "Purchase Agreement"), the Assignee will acquire certain assets and liabilities of the Assignors (the "Acquisition"); and

WHEREAS, the Assignors are the owners of and have adopted and used or intend to use those trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Exhibit A attached hereto (all such marks and applications and the registrations therefor are herein collectively referred to as the "Trademarks"); and

WHEREAS, Assignors are the owners of the internet domain names (the "Domain Names") as set forth on Exhibit B attached hereto; and

WHEREAS, Assignee desires to acquire all of Assignors' right, title and interest in and to the Trademarks and the Domain Names, together with the goodwill associated therewith, from Assignors as part of the Acquisition; and

WHEREAS, Assignors are willing to transfer to Assignee the Trademarks and the Domain Names, and the goodwill associated therewith.

NOW, THEREFORE, Assignors and the Assignee hereby agree as follows:

1. For and in consideration of the agreements set forth herein and in the Purchase Agreement, each Assignor hereby assigns, transfers and sets over to Assignee all of its right, title and interest in the Trademarks and the Domain Names, and the goodwill associated therewith.
2. Concurrent with the execution and delivery of this Assignment, Assignors shall execute and deliver in recordable form an assignment of the Trademarks in the form of Exhibit C attached hereto.
3. Immediately upon execution of this Assignment, each Assignor shall cease all use of the Trademarks and the Domain Names, except to the extent necessary to fulfill its obligations under the Purchase Agreement or this Assignment.
4. Assignors hereby agree to execute any further documents and to take further action reasonably necessary to effect the foregoing assignments, and to establish the ownership of record of the Trademarks and the Domain Names, and their associated applications and registrations to Assignee or its nominees, successors, and assigns, at the sole cost and expense of Assignors (excluding maintenance/registration fees and the like due after Closing). Assignee will prepare

any individual recordable assignment documents as required and will forward them to Assignors, which will arrange to have them executed by the authorized personnel of Assignors, and whenever required, will further arrange to have them duly notarized and legalized. Assignors will pay the official charges it incurs in effecting such notarization and/or legalization.

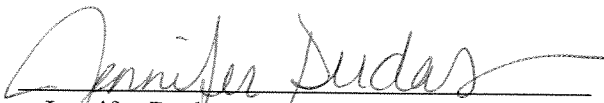
5. If either party to this Assignment breaches any of the covenants contained herein, the breaching party shall, upon written notice of the breach, be given fifteen (15) days after receipt of written notice (or, if the breach is not susceptible to remedy within fifteen (15) days, then such longer period as is reasonably necessary) within which to remedy the breach.
6. All notices, requests and other communications required or authorized to be given by either party to the other under this Assignment shall be in writing and shall be deemed to have been given or submitted when delivered as provided in the Purchase Agreement.
7. This Assignment together with the applicable provisions of the Purchase Agreement contains the entire understanding between the parties with respect to the subject matter of the Assignment and shall inure to the benefit of and be binding upon the parties and their respective successors and assigns who shall be affirmatively bound to the Assignment. No modifications, change or waiver of any of the provision of the Assignment shall be valid unless in writing and signed by the party against whom enforcement is sought.

[SIGNATURE PAGE FOLLOWS]

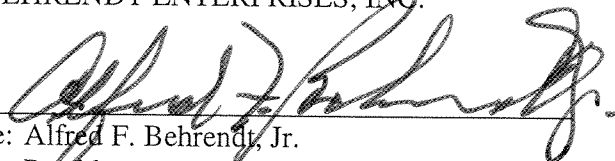
IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto as of the date first written above.

ASSIGNORS:

BAHAMAS BILLFISH CHAMPIONSHIP, INC.

By: 
Name: Jennifer Dudas
Its: President

AL BEHRENDT ENTERPRISES, INC.

By: 
Name: Alfred F. Behrendt, Jr.
Its: President

ASSIGNEE:

CRUZ BAY PUBLISHING, INC.

By: _____
Name: Brian Sellstrom
Its: Executive Vice President

[ACKNOWLEDGEMENT PAGE FOLLOWS]

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Its: President

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By: _____
Name: Alfred F. Behrendt, Jr.
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ASSIGNEE:

CRUZ BAY PUBLISHING, INC.

By: _____
Name: Brian Sellstrom
Its: Executive Vice President

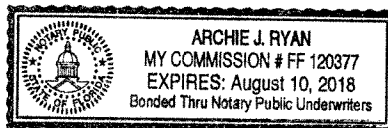
[ACKNOWLEDGEMENT PAGE FOLLOWS]

ACKNOWLEDGEMENT

State of Florida)
City/County of Broward)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, in my jurisdiction aforesaid, this 4th day of February, 2015, by Jennifer Dudas, who is personally known to me (or satisfactorily proven) and who voluntarily acknowledged this instrument as President of Bahamas Billfish Championship, Inc., a Florida corporation, on behalf of such corporation.

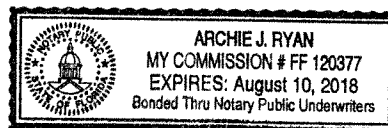
[Signature]
ARCHIE J. RYAN III, Notary Public
Notary registration number: _____
My commission expires: _____



State of Florida)
City/County of Broward)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, in my jurisdiction aforesaid, this 4th day of February, 2015, by Alfred F. Behrendt, Jr., who is personally known to me (or satisfactorily proven) and who voluntarily acknowledged this instrument as President of Al Behrendt Enterprises, Inc., a Florida corporation, on behalf of such corporation.

[Signature]
ARCHIE J. RYAN III, Notary Public
Notary registration number: _____
My commission expires: _____



State of _____)
County of _____)

The foregoing instrument was acknowledged before me on this _____ day of February, 2015, by Brian Sellstrom, the Executive Vice President of Cruz Bay Publishing, Inc., a Delaware corporation, to me known to be the person described herein and acknowledged that he executed the same as his free act and deed on behalf of such corporation.

_____, Notary Public
_____ County, State of _____
My commission expires: _____
Acting in the County of _____

ACKNOWLEDGEMENT

State of Florida)
City/County of _____)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, in my jurisdiction aforesaid, this ____ day of February, 2015, by Jennifer Dudas, who is personally known to me (or satisfactorily proven) and who voluntarily acknowledged this instrument as President of Bahamas Billfish Championship, Inc., a Florida corporation, on behalf of such corporation.

_____, Notary Public
Notary registration number: _____
My commission expires: _____

State of Florida)
City/County of _____)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, in my jurisdiction aforesaid, this ____ day of February, 2015, by Alfred F. Behrendt, Jr., who is personally known to me (or satisfactorily proven) and who voluntarily acknowledged this instrument as President of Al Behrendt Enterprises, Inc., a Florida corporation, on behalf of such corporation.

_____, Notary Public
Notary registration number: _____
My commission expires: _____

State of _____)
County of _____)

The foregoing instrument was acknowledged before me on this 4th day of February, 2015, by Brian Sellstrom, the Executive Vice President of Cruz Bay Publishing, Inc., a Delaware corporation, to me known to be the person described herein and acknowledged that he executed the same as his free act and deed on behalf of such corporation.

Leslie Amodeo, Notary Public
San Diego County, State of California
My commission expires: OCT-23-2018
Acting in the County of _____



see attached Form.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California ,

County of, San Diego

On February 4th 2015

before me,

Leslie Aileen Mendez , Notary Public

personally appeared, Brian Sellstrom

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature(Seal)

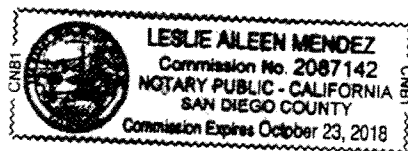
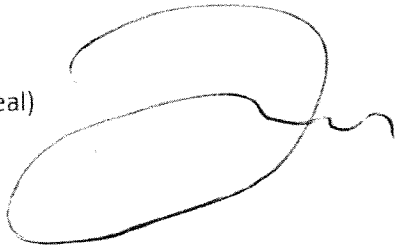

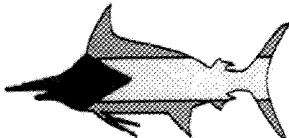
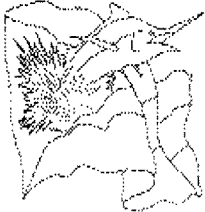


EXHIBIT A
TRADEMARK REGISTRATIONS

Federal Trademark Registrations

TRADEMARK	OWNER OF MARK	STATUS	SERIAL NUMBER	REG. NUMBER	COUNTRY	FILING DATE	REG. DATE
 Design Mark	BBC	Active	76597636	3047741	United States	06/16/04	01/24/06
 Design Mark	BBC	Active	76597635	3025591	United States	06/16/04	12/13/05
BAHAMAS BILLFISH CHAMPIONSHIP Standard Character Mark	BBC	Active	76597634	3169071	United States	06/16/04	11/07/06
 Design Mark	BBC	Active	76596828	3047719	United States	06/10/04	01/24/06
THE TEASER Standard Character Mark	BBC	Active	76588561	3037225	United States	04/26/04	01/03/06

Federal Trademark Registrations

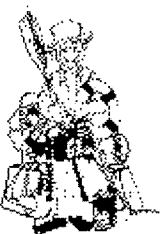
TRADEMARK	OWNER OF MARK	STATUS	SERIAL NUMBER	REG. NUMBER	COUNTRY	FILING DATE	REG. DATE
DANIA BEACH MARINE FLEA MARKET Standard Character Mark	ABE	Active	76597637	3167092	United States	06/16/04	11/07/06
 Design Mark	ABE	Active	76596871	3022592	United States	06/10/04	12/06/05

EXHIBIT B

DOMAIN NAMES

BBC

www.bahamasbillfish.com

ABE

www.daniamarinefleamarket.com

EXHIBIT C

TRADEMARK ASSIGNMENT

[See Attached]

TRADEMARK ASSIGNMENT

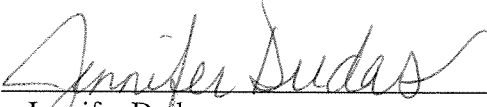
WHEREAS, Bahamas Billfish Championship, Inc., a Florida corporation ("BBC"), Al Behrendt Enterprises, Inc., a Florida corporation ("ABE"), and together with BBC, each an "Assignor" and collectively, the "Assignors", are the owners of and have adopted and used those trademarks listed on Schedule A hereto (all such marks being the "Trademarks"); and

WHEREAS, Cruz Bay Publishing, Inc., a Delaware corporation, with offices at 300 Continental Blvd., Suite 650, El Segundo, CA 90245 ("Assignee"), desires to acquire all of Assignors' right, title and interest in and to the Trademarks, in the United States of America and all other countries and jurisdictions of the world, as well as all associated goodwill, as successor to the business of the Assignors to which the Trademarks relate.

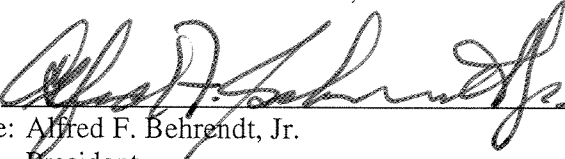
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged by each party, Assignors hereby assigns to Assignee all of Assignors' right title and interest in the Trademarks, together with the goodwill of the business associated with the Trademarks.

Executed on the 4th day of February, 2015.

BAHAMAS BILLFISH CHAMPIONSHIP, INC.

By: 
Name: Jennifer Dudas
Its: President

AL BEHRENDT ENTERPRISES, INC.

By: 
Name: Alfred F. Behrendt, Jr.
Its: President

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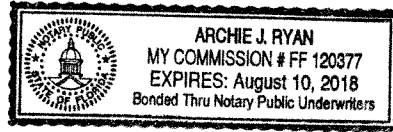
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City/County of BROWARD)

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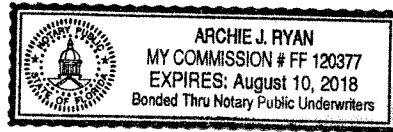


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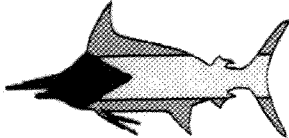
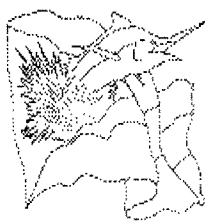
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SCHEDULE A
Registrations

Federal Trademark Registrations

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