

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407805

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New Jersey Aquarium, LLC		12/05/2016	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Herschend Family Entertainment Corporation		
Street Address:	5445 Triangle Parkway, Suite 300		
City:	Peachtree Corners		
State/Country:	GEORGIA		
Postal Code:	30092		
Entity Type:	Corporation: MISSOURI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87148482	AQUAPALS	
CORRESPONDENCE DATA			
Fax Number:	4048927056		
<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:	678-686-8590		
Email:	tmatlanta@seyfarth.com		
Correspondent Name:	F. Richard Rimer, Jr.		
Address Line 1:	1075 Peachtree Street, N.E., Suite 2500		
Address Line 4:	Atlanta, GEORGIA 30309-3958		
ATTORNEY DOCKET NUMBER:	060684-87148482		
NAME OF SUBMITTER:	F. Richard Rimer, Jr.		
SIGNATURE:	/Richard Rimer/		
DATE SIGNED:	12/06/2016		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of December 5, 2016 ("Effective Date") by and between New Jersey Aquarium, LLC, an Ohio limited liability company ("Assignor"), and Herschend Family Entertainment Corporation, a Missouri corporation ("Assignee").

WHEREAS, Assignor owns the trademarks and service marks (the "Marks") and the associated registrations (the "Registrations") and applications (the "Applications") described on Exhibit A hereto;

WHEREAS, Assignor desires to sell, convey, assign, transfer and deliver to Assignee, and Assignee desires to acquire from Assignor, Assignor's entire right, title and interest in and to the Marks, the Applications and the Registrations, together with the goodwill of the business symbolized by the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor does hereby sell, convey, assign, transfer and deliver to Assignee: (a) the entire right, title and interest in and to the Marks, the Applications and the Registrations in all countries throughout the world; (b) all goodwill of any business associated with or symbolized by the Marks, and that portion of Assignor's business in connection with which it has a bona fide intent to use the Marks to the extent such business activities remain associated with the business after the Effective Date; (c) all renewals and extensions of or relating to the Marks, the Applications and the Registrations, including without limitation any Extensions of Time to Oppose filed on the basis of one or more of the Marks, the Applications or the Registrations, if any; (d) all records and files related to the Marks, the Applications and the Registrations, including without limitation copies of specimens and evidence of use related to the Marks, the Applications and the Registrations; (e) all rights of action accrued and to accrue under and by virtue of the Marks, the Applications or the Registrations, including the right to sue and recover for any and all past, present or future infringement or dilution of the Marks; (f) all income, royalties or other payments now due or which hereafter become due or payable in connection with the Marks, the Applications or the Registrations; and (g) the entire right, title and interest in all convention and treaty rights of all kinds, including without limitation all rights of priority of ownership in and to the Marks, the Applications and the Registrations and all rights to prosecute, register, perfect and defend arising from such priority of ownership, in any country of the world.

2. Cooperation. Assignor agrees that it shall deliver any further instruments or documents, and take all such further reasonable action, as Assignee may request, including procuring assurance and cooperation from Assignor's officers and employees, in order to transfer to and vest in Assignee all right, title and interest in and to the Marks, the Applications and the Registrations. Assignor also hereby irrevocably appoints Assignee as its power-of-attorney, effective as of the Effective Date, with full right of substitution, for the purpose of executing

such documents and taking such other actions. This power of attorney shall be for the benefit of Assignee and its successors and assigns, and is coupled with an interest.

3. Governing Law. All issues and questions concerning the construction, validity, interpretation and enforceability of this Assignment shall be governed by and construed in accordance with the laws of the State of Georgia without reference to choice of law principles.

4. Severability. If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any applicable law, or public policy, all other conditions and provisions of this Assignment shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, such term or other provision will be interpreted so as to best accomplish the intent of the parties within the limits of applicable law.

5. Counterparts. This Assignment may be executed by facsimile and in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed under seal by its authorized representatives as of the date first above written.

Assignor:

By: Steve Earnest

Name: Steve Earnest

Title: Secretary

Assignee:

By: Steve Earnest

Name: Steve Earnest

Title: Secretary

Exhibit A

MARKS, APPLICATIONS AND REGISTRATIONS

Mark	US Ser. No.	US Reg. No.
AQUAPALS	87148482	