

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM593762

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PADI Worldwide Corp.		08/24/2020	Corporation: CALIFORNIA
Current Publishing Corp.		08/24/2020	Corporation: CALIFORNIA
Diving Science & Technology Corp.		08/24/2020	Corporation: CALIFORNIA
Emergency First Response Corp.		08/24/2020	Corporation: CALIFORNIA
PADI Americas, Inc.		08/24/2020	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Macquarie CAF Management LLC
Street Address:	125 West 55th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	87596910	PADI 5 STAR CAREER DEVELOPMENT CENTER
Serial Number:	87713764	PADI TRAVEL
Registration Number:	2458750	SCUBADIVING.COM
Registration Number:	4159975	SCUBALAB
Registration Number:	4064952	SEA HEROES
Registration Number:	4336518	DIVER TO DIVER
Registration Number:	4077329	SEA HEROES
Registration Number:	3462012	SPORT DIVER
Registration Number:	3008073	SCUBA DIVING
Registration Number:	2264599	SPORT DIVER

CORRESPONDENCE DATA

Fax Number: 7146686355

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.

TRADEMARK

Phone: 7146686255
Email: sunnyelee@paulhastings.com
Correspondent Name: Sunny E. Lee
Address Line 1: 695 Town Center Drive, 17th Floor
Address Line 2: PAUL HASTINGS LLP
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	95780-5 Boyden-Wilson
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NAME OF SUBMITTER:	Sunny E. Lee
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SIGNATURE:	/s/ Sunny E. Lee
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DATE SIGNED:	08/24/2020
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Total Attachments: 6

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AMENDMENT NO. 1 TO GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This **AMENDMENT NO. 1 TO GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS**, dated as of August 24, 2020 (this "Amendment"), is delivered pursuant to that certain Grant of Security Interest in Trademark Rights, dated as of April 26, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), by and between the persons signatory hereto or hereafter made a party hereto (the "Grantors" and each a "Grantor"), and **MACQUARIE CAF MANAGEMENT LLC**, a Delaware limited liability company, located at 125 West 55th Street, New York, NY 10019, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, together with its successors and assigns in such capacity, "Collateral Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement.

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 26, 2017 at Reel 6044, Frame 0137.

WHEREAS, Grantors and Collateral Agent wish to supplement the Trademark Security Agreement by adding certain Trademarks to the Trademark Collateral.

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

1. Each Grantor and Collateral Agent hereby agrees that Schedule A to the Trademark Security Agreement is hereby supplemented and amended in the manner set forth on Schedule A attached hereto, and all additional Trademark Collateral set forth on Schedule A shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and shall secure all Secured Obligations.

2. each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Collateral Agent in all of Grantor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule A to the Trademark Security Agreement prior to the effectiveness of this Amendment, (b) grants to Collateral Agent security interests in all of Grantor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule A attached hereto; (c) represents and warrants that the representations and warranties in the Trademark Security Agreement, as supplemented and amended by this Amendment, solely with respect to the Trademark Collateral identified on Schedule A attached hereto, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

3. This Agreement may be executed by one or more of the parties hereto on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower, the Collateral Agent and the Administrative Agent.

3. **GOVERNING LAW. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.**


4. In addition, the provisions of Sections 7.7, 7.8, and 7.12 of the Security Pledge Agreement are incorporated herein by reference, *mutatis mutandis*.

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
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered as of the date first above written.

GRANTOR:


CURRENT PUBLISHING CORP.,
a California corporation

By: 
Name: Chad Kuehn
Title: CFO & Secretary


DIVING SCIENCE & TECHNOLOGY CORP.,
a California corporation

By: 
Name: Chad Kuehn
Title: CFO & Secretary

EMERGENCY FIRST RESPONSE CORP.,
a California corporation

By: 
Name: Chad Kuehn
Title: CFO & Secretary


PADI AMERICAS, INC.,
a California corporation

By: 
Name: Chad Kuehn
Title: CFO & Secretary

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered as of the date first above written.

GRANTOR:

PADI Worldwide Corp.,
a California corporation


By: 
Name: Chad Kuehn
Title: CFO & Secretary

COLLATERAL AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

MACQUARIE CAF MANAGEMENT LLC, a
Delaware limited liability company

By: Macquarie PF LLC, as its attorney

By: 
Name: David Prince and Leigh Smith
Title: Authorized Signatories

SCHEDULE A
to
AMENDMENT NO. 1 TO GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

Trademark Registrations/Applications

Mark	Jurisdiction	Serial No./Filing Date	Reg. No./Reg. Date	Class/es	Credit Party
PADI 5 STAR CAREER DEVELOPMENT CENTER	U.S.	87596910/ 9/5/2017	5451878/ 4/24/2018	41	PADI Americas, Inc.
PADI TRAVEL	U.S.	87713764/ 12/8/2017	5588005/ 10/16/2018	39, 41, 43	PADI Americas, Inc.
SCUBADIVING.COM	U.S.	75/67144/ 03/29/1999	2458750/ 06/05/2001	41, 42	PADI Worldwide. Corp.
SCUBALAB	U.S.	85/274786/ 03/23/2011	4159975/ 06/19/2012	16, 41	PADI Worldwide. Corp.
SEA HEROES	U.S.	85-277286/ 03/25/2011	4064952/ 11/29/2011	16	PADI Worldwide. Corp.
DIVER TO DIVER	U.S.	85/773406 11/07/2012	4336518/ 05/14/2013	38	PADI Worldwide. Corp.
SEA HEROES	U.S.	85-975545/ 03/25/2011	4077329/ 12/27/2011	41	PADI Worldwide. Corp.
SPORT DIVER	U.S.	77/337462 11/27/2007	3462012/ 07/08/2008	41	PADI Worldwide. Corp.

SCUBA DIVING	U.S.	78/440239/ 06/23/2004	3008073/ 10/18/2005	16	PADI Worldwide. Corp.
SPORT DIVER	U.S.	75/463580/ 04/07/1998	2264599/ 07/27/1999	16	PADI Worldwide. Corp.