

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Atomic Aquatics, Inc.		09/09/2011	CORPORATION: CALIFORNIA
Atomica Research & Development, Inc.		09/09/2011	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Huish Divers, LLC		
Street Address:	1540 North 2200 West		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84116-4160		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2927159	ATOMIC AQUATICS	
Registration Number:	3289845	SPLITFIN	
Serial Number:	75393606	ATOMIC AQUATICS	
CORRESPONDENCE DATA			
Fax Number:	(801)537-1799		
Email:	grimshaw@austin-rapp.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Kyle W. Grimshaw		
Address Line 1:	170 South Main Street, Suite 735		
Address Line 4:	Salt Lake City, UTAH 84101		
ATTORNEY DOCKET NUMBER:	3682		
NAME OF SUBMITTER:	Kyle W. Grimshaw		

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Signature:	/Kyle W. Grimshaw/
Date:	11/07/2011
Total Attachments: 3 source=AssignmentOfTMsFromAtomicToHuishDivers_09Sep2011_3682#page1.tif source=AssignmentOfTMsFromAtomicToHuishDivers_09Sep2011_3682#page2.tif source=AssignmentOfTMsFromAtomicToHuishDivers_09Sep2011_3682#page3.tif	

ASSIGNMENT OF TRADEMARK RIGHTS

THIS ASSIGNMENT OF TRADEMARK RIGHTS is made as of the 9 day of September, 2011, by Atomic Aquatics, Inc., a California corporation ("Atomic") and Atomica Research & Development, Inc., a California corporation, each with an address at 10742 Burke Lane, Huntington Beach, CA 92642 ("Assignors"), to Huish Divers, LLC, a Delaware limited liability company with an address at 1540 North 2200 West, Salt Lake City, Utah 84116-4160 ("Assignee").

RECITALS

Assignee and Assignors are parties to an Asset Purchase Agreement dated as of September 9, 2011 (the "Agreement"), pursuant to which Assignors have agreed to sell to Assignee and Assignee has agreed to buy from Assignors certain Company Intellectual Property Rights (as defined in the Agreement), including, without limitation, the Trademark Rights (as defined below). Pursuant to the Agreement, Assignors have agreed to execute such instruments as the Assignee may reasonably request in order more effectively to assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignors desire to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignors' worldwide right, title and interest in, to and under the registered and unregistered domestic and foreign service marks, trademarks, trademark applications and trade names listed on Schedule 1 annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Trademark Rights").

ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignors' worldwide right, title and interest in, to and under the Trademark Rights, together with the goodwill of the business associated therewith and which is symbolized thereby, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction around the world, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignors had this Assignment not been made.

Assignors further agree to and hereby sell, assign, transfer and convey unto Assignee all rights: (i) in and to causes of action and enforcement rights for the Trademark Rights including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Trademark Rights, and (ii) to apply in any or all countries of the world for trademark registrations or other governmental grants for the Trademark Rights. Assignors also hereby authorize the respective trademark office or governmental agency in each jurisdiction to issue

any and all trademark registrations which may be granted upon any of the Trademarks Rights in the name of Assignee, as the assignee to the entire interest therein.


Assignors will, at no cost or expense to Assignors, at the reasonable request of Assignee and without demanding any further consideration therefor, do all things necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Trademark Rights. If Assignee is unable for any reason whatsoever to secure Assignors' signature to any document it is entitled to under this Assignment, Assignors hereby irrevocably designate and appoint Assignee and its duly authorized officers and agents, as their agents and attorneys-in-fact with full power of substitution to act for and on their behalf and instead of Assignors, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignors.

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignors, their successors, assigns and other legal representatives. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Patent Rights shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

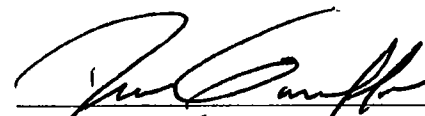
IN WITNESS WHEREOF, each Assignor has caused its duly authorized officer to execute this Assignment of Trademarks Rights as of the date first above written.

ASSIGNORS:


ATOMIC AQUATICS, INC.

By: 
Name: DEAN GARRAFFA
Title: PRESIDENT

ATOMICA RESEARCH & DEVELOPMENT,
INC.

By: 
Name: DEAN GARRAFFA
Title: PRESIDENT

SCHEDULE 1

Country	Reg'n No. Grant Date	Appl'n No. Filing Date	Mark	Class: Goods	Status
USA	2,927,159 2-22-2005	76/418,308 6-1-2002	ATOMIC AQUATICS	9: Snorkels and breathing apparatus for divers, namely, air tanks, air regulators and buoyancy bladders and swim masks for underwater diving. 28: Swim fins and scuba buoyancy flotation devices	Registered. Renewal due in 2015.
USA	3,289,845 9-11-2007	77/055,321 12-1-2006	SPLITFIN	28: swim fins	Registered. Renewal due in 2012.
USA	N/A	75/393,606 11-20-1997	ATOMIC AQUATICS	9: air tanks for use in scuba diving, regulators for use in scuba diving 28: swim masks, swim goggles, swim fins, snorkels and floatation devices	Abandoned.
WORLDWIDE	N/A	N/A			Not registered.
WORLDWIDE	N/A	N/A	ATOMIC AQUATICS	snorkels, dive computers, knives	Not registered.