

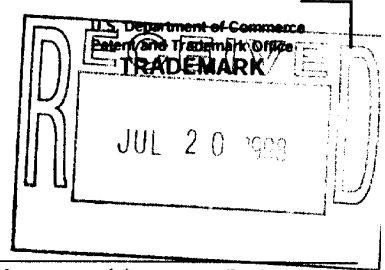
FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

07-27-1998



100777439

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year _____
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name MARK F. JORDAN

Execution Date
Month Day Year
01/01/98

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization U.S.A.

Receiving Party

Mark if additional names of receiving parties attached

Name GATSBY SPAS, INC.

DBA/AK/A TA d/b/a Gatsby

Composed of Attn.: Veronica P. Stitzel, Corporate Counsel

Address (line 1) 4408 AIRPORT ROAD, SUITE A-110

Address (line 2) _____

Address (line 3) PLANT CITY

FLORIDA

33567-1112

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other _____

Citizenship/State of Incorporation/Organization FLORIDA

FOR OFFICE USE ONLY

07/23/1998 JSHABAZZ 00000138 1931590

01 FC:481
02 FC:482

40.00 OP
75.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1931590"/>	<input type="text" value="2119813"/>	<input type="text" value="1959943"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2068908"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

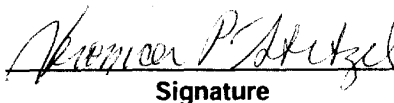
No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

VERONICA P. STITZEL, CORP.

Name of Person Signing COUNSEL



Signature

JULY 16, 1998

Date Signed

Effective
January 1, 1998

Dated
April 3, 1998

TRADEMARK LICENSE AGREEMENT

THIS AGREEMENT, by and between Mark F. Jordan an individual residing at 2601 Karen Drive, Plant City, Florida 33566 (hereinafter referred to as "Licensor"), and Gatsby Spas, Inc., a company having a principal place of business at 4408 Airport Road, Plant City, Florida 33567-1112 (hereinafter referred to as "Licensee").

WITNESSETH:

WHEREAS, Licensor is the owner of the various trademarks "BLUE RIDGE", "GATSBY", "HYDROCARE & Design" and a Penguin design (defined as the Marks in Section 1.1 below) used in connection with portable hot tubs, whirlpool baths, and therapeutic spas and hot tubs for the general public; and

WHEREAS, beginning on January 20, 1984, Licensee has been using the Marks in connection with such goods with the authorization of and under the supervision of Licensor; and

WHEREAS, Licensee is desirous of continuing to use the Marks in connection with such goods; and

WHEREAS, Licensor is willing to grant a license to Licensee to use the Marks, under the terms and conditions as follows;

NOW, THEREFORE, in consideration of the premises and the covenants herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

1.1 "Marks" shall mean the marks "BLUE RIDGE", "GATSBY", "HYDROCARE & Design" and a Penguin design including the registrations for the same as set forth in attached Schedule A.

1.2 "Territory" shall mean worldwide.

ARTICLE 2. LICENSE GRANT

2.1 Licensor hereby grants to Licensee an exclusive royalty bearing license to use the Marks in association with the products, services and business of the Licensee.

ARTICLE 3. ROYALTY

3.1 In exchange for the license granted hereunder, Licensee agrees to pay to Licensor a royalty in the amount of \$2000 per month for each of the Marks used by Licensee.

3.2 Royalties payable under Paragraph 3.1 of this Agreement shall be payable by Licensee to Licensor within fifteen (15) days following the expiration of each three (3) month period ending March 31, June 30, September 30, and December 31 for royalties accrued during the preceding three (3) month period. Royalties shall be payable for all use beginning as of January 1, 1998.

ARTICLE 4. OWNERSHIP OF THE LICENSED MARK

4.1 Licensee hereby acknowledges that ownership, title and all rights in and to the Marks, except those granted to Licensee under this Agreement, remain with Licensor. Licensee shall not grant any rights under the Marks to any other person or entity without the Licensor's prior written approval, which approval will not be unreasonably withheld or delayed for subsidiaries in which the Licensee owns at least a fifty-one percent (51%) interest.

ARTICLE 5. EFFECTIVE DATE

5.1 The Effective Date of this Agreement shall be January 1, 1998.

ARTICLE 6. TERMINATION

6.1 Except as otherwise provided herein, this License Agreement shall expire on December 31, 2002. This License Agreement shall be automatically renewed at the end of such term or any subsequent terms for an additional term of three (3) years unless either party, within ninety (90) days prior to the expiration of such initial term or any subsequent term, serves upon the other party a notice indicating that the License Agreement shall not be renewed. Licensee's obligations under this Agreement shall continue following termination.

6.2 In the event that Licensor exercises its option under Section 6.1 not to renew the License Agreement, Licensee shall be permitted to continue to use the marks for an additional two (2) year phase-out term. During such phase-out term, Licensee shall continue to pay royalties to Licensor, but at a reduced rate of \$1000 per month for each of the Marks used by Licensee during the phase-out term.

6.3 Licensor may terminate this Agreement by giving thirty (30) days' notice in writing to Licensee in the event that Licensee at any time shall either: (a) become insolvent or go into liquidation or receivership or be admitted to any procedure for the settlement or postponement of debts or be declared bankrupt; (b) directly or indirectly merge or come under the direct or indirect

ownership and management control or direction of any other entity except for those transactions expressly contemplated by the Company Agreements; or (c) commit a material breach of this Agreement which has not been remedied within ninety (90) days written notice from Licensor.

ARTICLE 7. RESPONSIBILITIES OF LICENSEE

7.1 Licensee agrees to maintain a consistent and high quality of products or services sold under the Marks substantially commensurate with the quality of products or services currently being provided by Licensee under the Marks. Licensor reserves the right to review the quality of products or services sold under the Marks by Licensee to ensure that the required quality is maintained. If in Licensor's reasonable judgment Licensee does not meet the established quality standards, Licensor and Licensee shall meet to determine necessary and remedial measures. Licensee shall in any case use its best efforts to rectify any quality deficiencies to the satisfaction of Licensor.

7.2 Licensee agrees to cooperate fully and in good faith with Licensor for the purpose of securing and preserving Licensor's rights in and to the Marks. Licensee agrees that at the termination or expiration of this Agreement, Licensee will be deemed to have assigned, transferred and conveyed to Licensor any rights, equities, good will, titles or other rights in and to the Marks which may have been obtained by Licensee or which may have vested in Licensee in pursuance of endeavors covered hereby, and that Licensee will execute any instrument requested by Licensor to accomplish or confirm the foregoing. Any such assignment, transfer or conveyance shall be without other consideration than the mutual covenants and considerations of this Agreement.

7.3 Licensee agrees to defend, indemnify and hold harmless Licensor (including its officers, directors, agents, and employees and those of its subsidiaries and affiliates) against any and all loss, damage or expense arising out of any third party claim based upon Licensee's use of the Marks.

7.4 Except as provided for in paragraph 7.2 Licensee shall not apply for the registration of, or cause the filing of an application for the registration of, a trade name, trademark or service mark which is identical to or confusingly similar to the licensed Marks.

7.5 Licensee shall promptly notify Licensor of any infringement or potential infringement of the use of the Marks that comes to its attention. Licensee will cooperate with Licensor, at Licensor's request, in taking steps to terminate such infringement. However, Licensee shall not take any legal action to protect against any infringement of the Marks without Licensor's permission.

7.6 The Licensee shall not in any manner represent that it has ownership in the Marks.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written.

MARK F. JORDAN

GATSBY SPAS, INC.

Mark F. Jordan

By: Kenneth W. Sorah

Title: Kenneth W. Sorah, President

SCHEDULE A

<u>MARKS</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
BLUE RIDGE	1,931,590	10/31/95
GATSBY	1,959,943	03/05/96
Penguin design	2,068,908	06/10/97
HYDROCARE & Design	2,119,813	12/09/97