

09-18-1998

FORM PTO-1594
Rev. 6-93
OMB No. 0651-0011 (exp. 4/94)

RECORD
9-16-98 TR



100833671

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the ~~assignment~~ original documents or copy thereof.

1. Name of conveying party(ies):

Lifeline Industries, Inc.

- Individual(s)
- General Partnership
- Corporation - California
- Other

- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 9/11/98

2. Name and address of receiving party(ies)

Name: Swimways Corp

Internal Address:

Street Address: 5816 Ward Court

City: Virginia Beach State: VA ZIP: 23452

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation - State: Virginia
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

74/735280; 74/735281; 74/235283;
74/235284

B. Trademark Registration No.(s)

2,066,328; 2,073,168; 2,064,547; and
2,066,329

Additional numbers attached? Yes No

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SEP 16 AM 11:15

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Stewart M. Kahn

Internal Address: McCardell & Inman, P.L.C.

09/17/1998 INQUIRY 00000236 2066328

01 FC:481
02 FC:482

10.00 DP
75.00 DP

Street Address: 2840 S. Lynnhaven Road

City: Va. Beach State: Va ZIP: 23452

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00/100

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Stewart M. Kahn, Esquire
Name of Person Signing

Stewart M. Kahn
Signature

September 15, 1998
Date

Total number of pages including cover sheet, attachments, and document: 3

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

ASSIGNMENT OF TRADEMARKS

WHEREAS, Lifeline, Industries, Inc., a California corporation ("Assignor"), claims an ownership interest in all rights, title and interest in and to trademark registration numbers 2,066,328 (Power Swimr), 2,073,168 (Super Swimmer), 2,064,547(Safe T. Seal) and 2,066,329 (Li'l Swimr) registered in the United States Patents and Trademark Office, together with the goodwill of the business appurtenant thereto ("Trademarks").

WHEREAS, Swimways Corp, a Virginia corporation ("Assignee") has agreed to purchase the Trademarks; and

WHEREAS, Assignor desires to transfer its entire right, title and interest in the Trademarks to Assignee;

NOW, THEREFORE, TO ALL TO WHOM IT MAY CONCERN, BE IT KNOWN that Assignor, for and in consideration of the sum of One Dollar (\$ 1. 00), lawful money of the United States, in hand paid by said Assignee, has sold assigned, transferred and conveyed and by these presents does hereby sell, assign, transfer and convey unto Assignee, its successors and assigns, its entire worldwide right, title and interest in the Trademarks and all applications for trademarks, and any reissues thereof as well as in and to any and all applications for trademarks registrations filed in the United States and foreign countries for said Trademarks including all priority rights under the Paris Convention and all ancillary "know how" related to the Trademarks, and all trademarks registrations which may be granted in foreign countries therefore, and in and together with all claims for damages by reason of past infringement of said marks with the right to sue for, and collect the same for its own use and behalf, and for use and behalf of its successors, assigns and other legal representatives, TO HAVE AND TO HOLD THE SAME to the full end of the term or terms for which any and all said Trademarks registrations may be granted;

AND, the said Assignor does hereby authorize and request the Commissioner of Patents and Trademarks to record that Assignee is the assignee of the entire right, title and interest in and to the Trademarks and trademarks applications for the sole use and benefit of Assignee, its successors and assigns together with the goodwill of the business appurtenant to each of the foregoing;

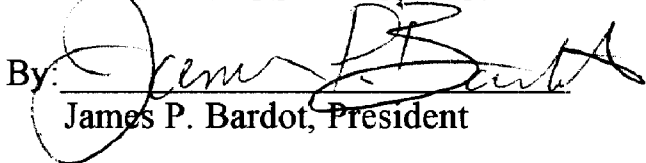
AND, for the consideration aforesaid, Assignor does hereby covenant and agree to and with Assignee that it has the full power to make this assignment, and that the rights assigned are not encumbered by any grant, license or right heretofore given, and that Assignor shall and will do all lawful acts and things to make, execute and deliver without further compensation, any and all other instruments in writing, further applications, papers, affidavits, powers of attorney, assignments, and other documents which, in the opinion of counsel for Assignee, its successors and assigns, may be required or necessary to more

effectively secure and to vest in said Assignee, its successors and assigns, the entire right, title and interest in and to the Trademarks, rights, benefits, privileges and advantages hereby sold, transferred and conveyed, and that Assignor shall execute any applications for reissue which may be desired by the owner of the Trademarks which may be registered.

AND Assignor further represents and warrants that: (a) the intellectual property is subsisting and is not invalid and unenforceable, in whole or in part; (b) the Assignor has not previously licensed, assigned, transferred, conveyed or otherwise encumbered such right, title and interest; (c) the Assignor is the sole and exclusive owner of the intellectual property, all of which is free and clear of any liens, charges and encumbrances, and no other person or entity has or shall have any claim of ownership with respect to the intellectual property whatsoever; (d) the licensed intellectual property does not infringe any rights owned or possessed by any third party; and (e) there are no claims, judgments or settlements to be paid by the licensor or pending claims or litigation relating to the intellectual property.

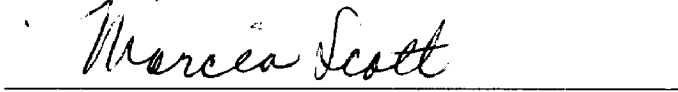
IN WITNESS WHEREOF, Lifeline Industries, Inc., by its President, James P. Bardot, has hereunto set his hand and seal this 11th day of September, 1998.

LIFELINE INDUSTRIES, INC.

By: 
James P. Bardot, President

STATE OF CALIFORNIA
COUNTY OF ORANGE

Subscribed to and sworn before me, a notary public, this 11th day of September, 1998 by James P. Bardot, President of Lifeline Industries, Inc.


Notary Public

My commission expires: November 5, 1999

lifeline.tmk1

