

07-31-2001



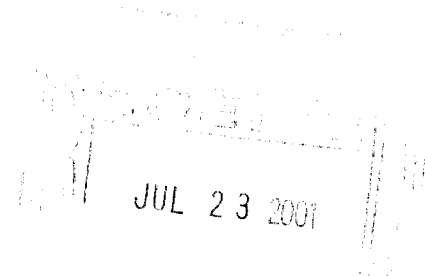
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GREENBERG
T T O R N E E Y S A T L A W
TRAURIG

Steven J. Wadyka, Jr.
703-749-1307
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7-23-01

July 20, 2001



Commissioner of Patents and Trademarks
Box Assignments
Washington, DC 20231

Re: Recordation of Trademark Assignment Agreement
Assignor: Imaginair, Inc.
Assignee: Aero Products International, Inc.
Attorney Docket No. 50437.010300

Dear Sir:

Please find enclosed for recordation with the U.S. Patent and Trademark Office a Trademark Assignment Agreement for the following:

- 1) Conveying Party: Imaginair, Inc.
- 2) Receiving Party: Aero Products International, Inc., a Florida Corporation
1225 Karl Court
Wauconda, Illinois 60084
- 3) Nature of Conveyance: Assignment
- 4) Trademark Registrations: **AERO**, Registration No. 1,755,357
BED IN A MINUTE, Registration No. 2,450,452
MINUTE BED, Registration No. 2,429,326
MINUTE POOL, Registration No. 2,451,991
ONE TOUCH, Registration No. 1,839,444
SLEEP ON AIR ANYTIME ANYWHERE, Registration No. 1,848,849
- 5) Pending Trademark Applications:
A WHOLE NEW WAY TO THINK ABOUT AIR, Serial No. 75/722,046
AERO, Serial No. 76/226,721
AEROBED, Serial No. 75/616,533
BATH BED, Serial No. 76/201,013
BED BASICS, Serial No. 76/143,508
EXTRA BED IN A MINUTE, Serial No. 75/533,592
IMAGINAIR, Serial No. 75/616,388

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01 FC:481 40.00 CH
02 FC:482 425.00 CH

GREENBERG TRAURIG, LLP

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SAO PAULO FORT LAUDERDALE BOCA RATON WEST PALM BEACH ORLANDO

TRADEMARK

REEL: 002336 FRAME: 0965

INSTASLEEP, Serial No. 76/143,502
MINUTE CHAIR, Serial No. 76/143,507
QUADRA COIL, Serial No. 76/164,967
QUICK POOL, Serial No. 75/756,853
ROOM IN A MINUTE, Serial No. 75/935,875

6) Name and Address of party to whom correspondence concerning document should be mailed:

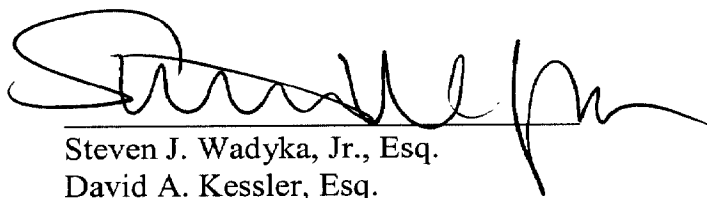
STEVEN J. WADYKA, JR.
Greenberg Traurig
1750 Tysons Blvd., 12th Floor
McLean, VA 22102

5) Total number of Trademark Applications and Registrations: eighteen (18)

6) Total fees: \$465.00 Please charge Deposit Account No. 50-0653 in connection with the
filing of this recordation.

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.

Respectfully submitted,



Steven J. Wadyka, Jr., Esq.
David A. Kessler, Esq.

Greenberg Traurig, LLP
1750 Tysons Blvd., 12th Floor
McLean, VA 22102
(703) 749-1300

Enclosure

TRADEMARK MATTER

I hereby certify that this correspondence is being deposited with the United States Postal
Service with sufficient postage as First Class Mail in an envelope address to:

Commissioner of Patents and Trademarks
Box Assignments, Washington, DC 20231

on July 20, 2001

by



Joseph R. Kesolyak

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is made this 31st day of May, 2001, between Imaginair, Inc., a Delaware corporation ("Assignor"), and Aero Products International, Inc., a Florida corporation ("Assignee").

RECITALS

WHEREAS, Assignor is the owner of the United States registered trademarks, pending trademark applications, and common law trademarks set forth on Schedule A attached hereto (the "Marks");

WHEREAS, Assignee wishes to obtain all right, title and interest in and to the Marks, including all goodwill associated therewith, from Assignor;

WHEREAS, Assignor wish to convey, transfer, assign, deliver, and contribute to Assignee any and all of its right, title and interest in and to the Marks, including all goodwill associated therewith;

WHEREAS, the Parties acknowledge that Assignee has the ability and resources to continue on in continuity with the past use of the Marks and maintain the goodwill created therein by Assignor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged as satisfactory and adequate, the Parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, for itself and its predecessors in title, if any, hereby conveys, transfers, assigns, delivers, and contributes to Assignee: (a) any and all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business relating thereto; (b) any and all income, royalties, damages, and payments hereafter due or payable to Assignor with respect to the Marks, including without limitation, damages and payments for past or future infringements and misappropriations of the Marks; and (c) any and all rights to sue for past, present and future infringements or misappropriations of the Marks.

2. **Miscellaneous.**

a. **Further Assurances.** Assignor further covenants that it will execute and deliver, from time to time after the date hereof upon the request of Assignee, such further documents, papers, forms, and authorizations and will take all other actions that may be necessary for securing, completing or vesting in Assignee the ownership of the Marks, to the fullest extent possible.

b. **Acknowledgment of Rights.** In furtherance of the Assignment, Assignor acknowledges that, from this date forward, Assignee has succeeded to any and all of its right, title, and standing to: (i) receive all rights and benefits pertaining to the Marks; (ii) institute and prosecute all suits and proceedings and take all actions that the Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to the Marks (iii) defend and compromise and all such actions, suits, or proceedings

relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as the Assignee, in its sole discretion, deems advisable.

c. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto together with their respective legal representatives, successors, and assigns.


d. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first set forth above.

ASSIGNOR:

IMAGINAIR, INC.

By: 

Name: Craig J. Hudson

Title: Chairman of the Board and Chief Executive Officer

ASSIGNEE:

AERO PRODUCTS INTERNATIONAL, INC.

By: 

Name: Troy D. Templeton

Title: Chairman of the Board

SCHEDULE A**U.S. Registered Trademarks:**

<i>Trademark</i>	<i>Registration Number</i>	<i>Registration Date</i>
AERO	1,755,357	March 2, 1993
BED IN A MINUTE	2,450,452	May 15, 2001
MINUTE BED	2,429,326	February 20, 2001
MINUTE POOL	2,451,991	May 15, 2001
ONE TOUCH	1,839,444	June 14, 1994
SLEEP ON AIR ANYTIME ANYWHERE	1,848,849	August 9, 1994

U.S. Pending Trademarks:

<i>Trademark</i>	<i>Application Number</i>	<i>Filing Date</i>
A WHOLE NEW WAY TO THINK ABOUT AIR	75/722,046	June 4, 1999
AERO	76/226,721	March 19, 2001
AEROBED	75/616,533	January 6, 1999
BATH BED	76/201,013	January 29, 2001
BED BASICS	76/143,508	October 10, 2000
EXTRA BED IN A MINUTE	75/533,592	August 10, 1998
IMAGINAIR	75/616,388	January 6, 1999
INSTASLEEP	76/143,502	October 10, 2000
MINUTE CHAIR	76/143,507	October 10, 2000
QUADRA COIL	76/164,967	November 14, 2000
QUICK POOL	75/756,853	July 21, 1999
ROOM IN A MINUTE	75/935,875	March 6, 2000

U.S. Common Law Trademarks:

<i>Trademark</i>
THE ALL-TERRAIN BED IN A MINUTE
THE COMFORTABLE, ADJUSTABLE EXTRA BED IN A MINUTE
THE COMFORTABLE, ADJUSTABLE, ULTIMATE, EXTRA BED IN MINUTES
THE COTTONY, COMFORTABLE, ADJUSTABLE, EXTRA BED IN A MINUTE
THE CUSHIONY, COMFORTABLE, ADJUSTABLE, EXTRA BED IN A MINUTE
DELUXE AEROBED
DURABLEND
FAMILY QUICK POOL
THE FAST, FUN INFLATES IN MINUTES FLOAT
THE FAST, FUN INFLATES IN A MINUTE POOL
THE FAST, FUN INFLATES IN A MINUTE POOL LOUNGERS
THE FAST, FUN INFLATES IN MINUTES POOL
THE FAST, FUN INFLATES IN MINUTES TOWABLE
FUN ROLLER
GAME DAY MINUTE CHAIR
HOME & TRAVEL BED
IT'S LIKE SLEEPING ON AIR ANYTIME ANYWHERE
THE LUXURIOUS, COMFORTABLE, PORTABLE BED IN A MINUTE
PILLOWTOP AEROBED
THE PORTABLE, DURABLE, CHILD'S BED IN A MINUTE
RAISED AEROBED
SLEEP AWAY BED
SNOW SAUCER
SNOW TOBAGGAN
SUNFISH QUICK POOL
THE TONS OF FUN KID'S PLAYHOUSE IN A MINUTE
THE TONS OF FUN ROLLER TUBE IN A MINUTE
THE TONS OF FUN SNOW SAUCER IN A MINUTE
THE TONS OF FUN SNOW SLED IN A MINUTE
THE TONS OF FUN SNOW TOBOGGAN IN A MINUTE
TREASURE ISLAND FLOAT
THE ULTIMATE FOOTBALL FAN'S CHAIR IN A MINUTE