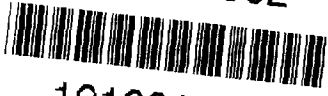




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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):  
 Re-Bath Corp. **2-7-02**

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other (Arizona)

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

2. Name and address of receiving party(ies)  
 Name: ReBath, LLC  
 Internal Address: \_\_\_\_\_  
 Street Address: 1055 S. Country Club Drive  
 City: Mesa State: AZ Zip: 85210-4613

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State  
 Other Limited Liability Company

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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: 1/18/02

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) \_\_\_\_\_  
 \_\_\_\_\_

B. Trademark Registration No.(s) 1,285,159;  
 1,876,486; 1,864,893

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Kathryn Sevier Phillips, Esq.  
 Internal Address: Stites & Harbison, PLLC  
 SunTrust Center, Suite 1800  
 Street Address: 424 Church Street  
 City: Nashville State: TN Zip: 37219

6. Total number of applications and registrations involved: **3**

7. Total fee (37 CFR 3.41).....\$ 120.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature. To the best of my knowledge and belief, the information contained on the cover sheet is true and correct and the copy submitted is a true and correct copy of the original document.  
**02/12/2002** **BBYRNE** **00000035 1285159**  
**40.00 OP**  
**50.00 OP**  
**ALEXANDRA T. Mackay**  
 Name of Person Signing

Signature \_\_\_\_\_  
 Date **02-06-02**  
 Total number of pages including cover sheet, attachments, and document: **4**

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

01 FC:481  
02 FC:482

Refund Ref: 02/12/2002 BBYRNE  
CHECK Refund \$336.00

## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is entered into as of January 18, 2002, by and between **REBATH, LLC**, a Delaware limited liability company and wholly-owned subsidiary of **AMRB, LLC**, a Delaware limited liability company ("Assignee") and **RE-BATH CORP.**, an Arizona corporation ("Assignor").

### RECITALS

WHEREAS, Assignor, **AMRB, LLC**, **AmBath Corporation**, and **American Bathrub Liners, Inc.** have entered into an **Assets Purchase Agreement** (the "**Assets Purchase Agreement**") dated as of January 18, 2002, relating to the purchase by **AMRB, LLC** from each of Assignor, **AmBath Corporation**, and **American Bathtub Liners, Inc.** of all of the assets comprising the Business, including without limitation the **Intellectual Property**; and

WHEREAS, Assignor has adopted, owns, and is using a number of patents, trademarks, service marks, tradenames and copyrights in connection with its Business, including without limitation the registered and unregistered patents, trademarks, service marks, trade names and copyrights referenced in Section 1.1.1(f) of the **Assets Purchase Agreement** (the "**Patents, Marks and Copyrights**"); and

WHEREAS, Assignor owns the technologies, methods, formulations, data bases, trade secrets, know-how, inventions and other intellectual property used or under development in connection with the Business referenced in Section 1.1.1(g) of the **Assets Purchase Agreement** (the "**Business Methods**"); and

WHEREAS, Assignor owns the computer software (including documentation and related object and source codes) used in connection with the Business referenced in Section 1.1.1(h) of the **Assets Purchase Agreement** (the "**Software**"); and

WHEREAS, Assignor owns the information, files, records, data, plans, contracts and recorded knowledge, including customer and supplier lists, related to the Business referenced in Section 1.1.1(k) of the **Assets Purchase Agreement** (the "**Information**") (the **Patents, Marks, and Copyrights**, the **Business Methods**, the **Software**, and the **Information** shall be collectively referenced herein as the "**Intellectual Property**");

WHEREAS, all capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the **Assets Purchase Agreement**; and

WHEREAS, pursuant to the **Assets Purchase Agreement**, Assignor and Assignee wish to enter into this Assignment.

NOW, THEREFORE, in consideration of payment by AMRB, LLC to Assignor of the Purchase Price under the Assets Purchase Agreement, Assignor does hereby: (1) sell, grant, convey, assign, transfer, and set over unto Assignee, its successors and assigns, on an exclusive basis, for all territories of the world in perpetuity, all of Assignor's legal and equitable right, title and interest in and to the Intellectual Property together with the goodwill of the business and/or products symbolized by the Marks as used by Assignee and all of the assets, properties, contracts, rights, and obligations relating to the Intellectual Property, including without limitation any renewals and/or extensions of the Copyrights; (2) sell, assign and set over unto Assignee, its successors and assigns, any and all claims, demands or rights of action which it has or might have by reason of any infringement or unauthorized disclosure or use of the Intellectual Property prior to the date of this Assignment, together with the right to prosecute such claims, demands or rights of action in Assignee's own name and to retain any recovery obtained thereby; and (3) sell, assign and set over unto Assignee, its successors and assigns, any other rights or choses in action arising out of occurrences before or after the date of this Assignment, including without limitation the rights under express or implied warranties relating to the Intellectual Property set forth on Section 1.1.1(i) of the Assets Purchase Agreement and incorporated herein by reference.

Assignor hereby covenants with Assignee that Assignor is the sole lawful owner of the rights in and to the Intellectual Property, and that it has good right to sell and transfer the same to Assignee. Assignor agrees at Assignee's reasonable request to execute additional papers which are necessary for the transfer, by complete assignment, of all of Assignor's rights in and to the Intellectual Property and all registrations, renewals, or extensions thereof or applications therefor. Assignor further appoints and constitutes Assignee its true and lawful attorney, with full power of substitution, and with full power and authority, on behalf of Assignor, to perform all acts, and execute and deliver all agreements, documents, instruments of assignment, or other papers necessary or advisable to transfer the Intellectual Property to Assignee and fully vest Assignee with all rights in and to the Intellectual Property. This power of attorney is coupled with an interest and shall be irrevocable.

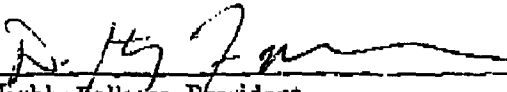
Without limiting any provision in this Assignment, Intellectual Property shall include but not be limited to the mark "Re-Bath" bearing U.S. PTO Registration No. 1,285,159, registered on July 10, 1984, the trademark bearing U.S. PTO Registration No. 1,876,486 and the service mark bearing U.S. PTO Registration No. 1,864,893 and all goodwill associated with the Business and the Purchased Assets symbolized thereby, Copyright Registrations No. TX-4-199-226, TX-4-242-612, PA-790-482, PA-820-365, PA-820-529 and TX-4-285-340.

Nothing in this Assignment shall be deemed to supersede or be inconsistent with the representations and warranties and indemnities contained in the Assets Purchase Agreement, and this Assignment shall be subject in all respect to the terms and conditions of the Assets Purchase Agreement, including, without limitation, the indemnification provisions thereof. In case of any conflict, the Assets Purchase Agreement shall control.

IN WITNESS WHEREOF, Assignor expressly intending to be legally bound thereby, has caused this Assignment to be duly executed this 18th day of January, 2002.

Assignor

**RE-BATH CORP.,**  
an Arizona corporation

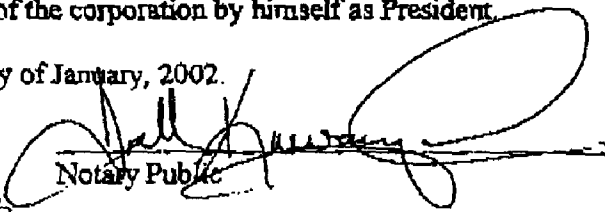
  
\_\_\_\_\_  
D. Highly Falkner, President

STATE OF ARIZONA )

COUNTY OF MARICOPA )

Before me, JEFF KAWAGUCHI, a Notary Public of said County and State, personally appeared D. Highly Falkner, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President (or other officer authorized to execute the instrument) of **RE-BATH CORP.**, the within named bargainor, a corporation, and that he as such President executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal, at this <sup>31</sup> 18th day of January, 2002.

My Commission Expires: MARCH 25 2003  
  
\_\_\_\_\_  
Notary Public

