



05-02-2002

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

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DEPARTMENT OF COMMERCE Patent and Trademark Office

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

1. Name of conveying party(ies):

AmBath Corporation

2-7-02

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 1/18/02

2. Name and address of receiving party(ies)

Name: AmBath, 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,210,474

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): \$ 40.00

- 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.

Alexandra T. Mackay Name of Person Signing

Signature

02.06.02 Date

Total number of pages including cover sheet, attachments, and document: 5

02/12/2002 BSTRNE 00000037 1210474 01 FC:481 40.00 OP

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

INTELLECTUAL PROPERTY ASSIGNMENT

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

RECITALS

WHEREAS, Assignor, **AMRB, LLC**, **Re-Bath Corp.**, and **American Bathtub Liners, Inc.** have entered into an Assets Purchase Agreement dated as of January 18, 2002 (the "Assets Purchase Agreement"), relating to the purchase by **AMRB, LLC** from each of Assignor, **Re-Bath Corp.**, 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"); and

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 marks "AmBath Installation Corp.," and "AmBath" bearing U.S. PTO Registration No. 1,210,474 registered on May 22, 2000 and all goodwill associated with the Business and the Purchased Assets symbolized thereby and the patent for flowable silicone product and process bearing U.S. PTO Registration No. 5,902,444 registered on May 11, 1999 invented by D. Highly Falkner.


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.

All capitalized terms used herein which are not defined in this Assignment shall have the same meaning ascribed to them in the Assets Purchase Agreement.

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:

AMBATH CORPORATION,
an Arizona corporation

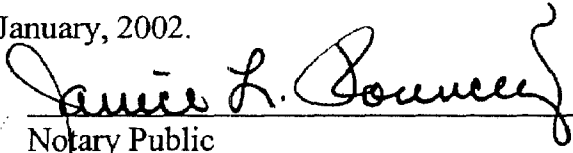
By: 
D. Highly Falkner, President

STATE OF ARIZONA)

COUNTY OF MARICOPA)

Before me, Janice L. Pouncey, 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 **AMBATH CORPORATION**, 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 18 day of January, 2002.


Notary Public

My Commission Expires: 4-11-2003

