

10/17/02

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

10-17-2002



102252081

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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 10-17-02
- 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

Execution Date
Month Day Year
10/15/02

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- 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

10/18/2002 6TON11 00000031 2225056

FOR OFFICE USE ONLY

01 FC:4521 40.00 OP
02 FC:4522 150.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 002599 FRAME: 0491

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

312-845-5132

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**FEDERAL
RESEARCH**

1030 Fifteenth Street, NW, Suite 920
Washington, DC 20005

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)

See Schedule A attached	<input type="text"/>	See Schedule A attached	<input type="text"/>
<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.

#

7

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:

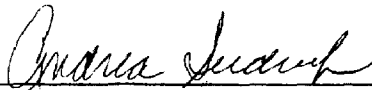
Yes

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.

Andrea Serdiuk



Name of Person Signing

Signature

Date Signed

SCHEDULE A

TO TRADEMARK COLLATERAL AGREEMENT

U.S. TRADEMARKS	REGISTRATION NUMBER	REGISTRATION DATE
In The Swim	2,225,856	12/1/98
In The Swim	2,185,811	9/1/98
In The Swim and Design	1,639,450	4/2/91 amended 1/21/97
In The Swim and Design	1,636,449	2/26/91 amended 12/16/97

PENDING U.S. TRADEMARKS APPLICATIONS	APPLICATION NUMBER	APPLICATION DATE
Dr. Pool	75/588,565	11/13/98
Dr. Pool Design	75/588,566	11/13/98
Dr. Pool Design	75/588,564	11/13/98

TRADEMARK COLLATERAL AGREEMENT

This 15th day of October, 2002, Cortz, Inc., an Illinois corporation (the "*Debtor*"), with its mailing address at 320 Industrial Drive, West Chicago, Illinois 60185 in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, collaterally assigns and pledges to Harris Trust and Savings Bank, with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603 (the "*Secured Party*"), and grants to the Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by the Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or of any trademark licensed under a trademark license listed on Schedule A or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all of the Obligations as set out in that certain Security Agreement dated as of October 15, 2002, among the Debtor, certain affiliates of the Debtor, the other debtors from time to time becoming party thereto and the Secured Party, as the same may from time to time be modified, amended or restated (the "*Security Agreement*"). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by the Debtor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as the Debtor's Intent-To-Use Application is pending this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Secured Party on such Intent-To-Use Application as collateral security for the Obligations.

The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the collateral assignment, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

All terms defined in the Security Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year first above written.

CORTZ, INC.

By Joseph S. Thomas
Name JOSEPH S. THOMAS
Title Vice President

Accepted and agreed to as of the date and year first above written.

HARRIS TRUST AND SAVINGS BANK

By _____
Name _____
Title _____

All terms defined in the Security Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

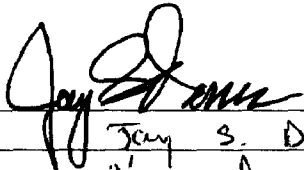
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year first above written.

CORTZ, INC.

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year first above written.

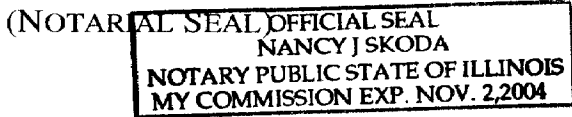
HARRIS TRUST AND SAVINGS BANK

By  _____
Name Jay S. Dameron
Title Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Nancy J. Skoda, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jay S. Domerov, Vice President of Harris Trust and Savings Bank, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said Bank for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 15th day of October, 2002.



Nancy J. Skoda
Notary Public

Nancy J. Skoda
(Type or Print Name)

My Commission Expires:

Nov. 2, 2004

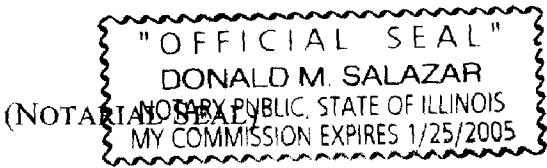
STATE OF ILLINOIS

)
) SS
)

COUNTY OF COOK

I, DONALD M. SALAZAR, a Notary Public in and for said County, in the State aforesaid, do hereby certify that JOSEPH NEUMAZZ, VP, FINANCE of Cortz, Inc., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such VP, FINANCE, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 15TH day of October, 2002.



Donald M. Salazar
Notary Public

DONALD M. SALAZAR
(Type or Print Name)

My Commission Expires:

1-25-2005