

04-07-2003

RECORD



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

TR/

102408756

4-7-03

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

1. Name of conveying party(ies):
Poolside Express, L.L.C.

Individual
 General Partnership
 Corporation-State

Association
 Limited Partnership
 Other: Illinois Limited Liability Company

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

3. Nature of conveyance:

Assignment pursuant to foreclosure Bill of Sale
 Security Agreement
 Other - foreclosure

Merger
 Change of Name

Execution Date: March 31, 2003

2. Name and Address of receiving party(ies):

Name: Cortz, Inc. d/b/a In the Swim

Internal Address:

Street Address: 320 Industrial Drive

City: West Chicago State: IL Zip: 60185 Country: USA

Individual(s) Citizenship: U.S.A.
 Association:
 General Partnership:
 Limited Partnership:
 Corporation-State Illinois
 Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No, the designation of domestic representative has been made with the Power of Attorney which has been filed with the Patent and Trademark Office.

(Designations must be a separate document from Assignment)

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

4. Application number(s) or registration number(s):
If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)

B. Trademark registration No.(s)

U.S. Registration No. 2,277,690 registered September 14, 1999

Additional numbers attached? Yes No

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

Name: Elisabeth A. Evert, Esq.
Internal Address: Sidley Austin Brown & Wood
Street Address: 717 North Harwood St., Suite 3400
City: Dallas State: TX ZIP: 75201

6. Total number of applications and registrations involved: 1

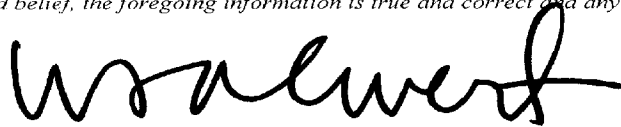
7. Total fee (37 CFR 3.41).....\$40.00 - recordal
\$120.00 - expedited service
\$160.00 total

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 18-1260

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.



Elisabeth A. Evert
Name of Person Signing

Signature

04/04/03
Date

Total number of pages comprising cover sheet 1

OMB No. 0651-0011 (exp. 4/94)

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Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

Secured Party Bill Of Sale

This SECURED PARTY BILL OF SALE is made this 31st day of March, 2003, by Bank One, N.A., as successor by merger with American National Bank and Trust Company of Chicago, a national banking association with its principal offices in Chicago, Illinois, as secured party, ("Seller") to Cortz, Inc., d/b/a In the Swim ("Buyer").

WITNESSETH:

WHEREAS, Seller has a properly perfected security interest in personal property of Poolside Express, LLC ("Debtor"), including but not limited to the property described on *Exhibit A* hereto (the "Property"); and

WHEREAS, the indebtedness secured by the Property is in default, and Seller has the right to foreclose upon and sell said Property pursuant to Section 9- 610 of the Uniform Commercial Code; and

WHEREAS, Seller wishes to sell, and Buyer wishes to purchase, the Property pursuant to this Bill of Sale.

NOW, THEREFORE, in consideration of the foregoing and the payment of Eight Hundred and Ninety Five Thousand and no/100ths Dollars (\$895,000.00) (the "Purchase Price"), the receipt and sufficiency of which are hereby acknowledged, and pursuant to Sections 9-610 and 9-617 of the Uniform Commercial Code, Seller does hereby grant, bargain, sell, assign, transfer and convey unto Buyer, its successors and assigns, all right, title and interest of Debtor in and to the Property described on *Exhibit A* hereto, upon and subject to the terms described herein.

SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO: THE TITLE TO THE PROPERTY; THE CONDITION, DESIGN, OR QUALITY OF THE PROPERTY; THE FITNESS OF THE PROPERTY FOR USE OR FOR A PARTICULAR PURPOSE; THE MERCHANTABILITY OF THE PROPERTY; COMPLIANCE OF THE PROPERTY WITH THE REQUIREMENTS OF ANY LAWS, RULES, SPECIFICATIONS OR CONTRACTS PERTAINING THERETO; PATENT INFRINGEMENT; LATENT DEFECTS; THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE PROPERTY OR THE CONFORMITY OF THE PROPERTY TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER RELATING THERETO; THE OPERATION, USE, OR PERFORMANCE OF THE PROPERTY; OR ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY. BUYER ALSO ACKNOWLEDGES THAT SELLER HAS MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED, WITH RESPECT TO THE OPERATION, USE OR PERFORMANCE OF THE PROPERTY.

SELLER SHALL HAVE NO LIABILITY TO BUYER OR ANY PERSON WHOMSOEVER (INCLUDING LESSEES OR PURCHASERS OF ALL OR ANY OF THE PROPERTY) FOR ANY CLAIM, LOSS, DAMAGE OR EXPENSE (INCLUDING ATTORNEY FEES) OF ANY KIND OR NATURE, WHETHER SPECIAL, CONSEQUENTIAL, ECONOMIC OR OTHERWISE, CAUSED OR ALLEGED TO BE CAUSED DIRECTLY, INDIRECTLY, INCIDENTALLY, OR CONSEQUENTIALLY BY THE PROPERTY OR ANY PART THEREOF OR PRODUCTS THEREFROM, BY ANY INADEQUACY OF THE PROPERTY OR DEFECT OR DEFICIENCY THEREIN, BY ANY INCIDENT WHATSOEVER ARISING IN STRICT LIABILITY OR OTHERWISE FROM SELLER'S OR BUYER'S NEGLIGENCE OR OTHERWISE, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED, OR ARISING OUT OF THIS AGREEMENT OR THE PROPERTY.

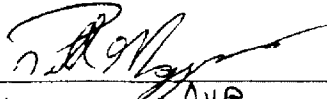
Buyer acknowledges that Seller has made no representation or warranty concerning the location of the Property nor whether all of the Property is in existence or operational. BUYER PURCHASES THE PROPERTY AS IS AND WHERESOEVER LOCATED, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. Buyer accepts the Property subject to the terms of this Bill of Sale.

Buyer agrees to be responsible for all taxes, liens, charges, and encumbrances that are now existing or hereafter are incurred, assessed, or imposed on the Property or as a result of the ownership or sale of the Property. Buyer hereby agrees to hold Seller harmless from and against any and all taxes, liens, charges and encumbrances that are now existing or are hereafter incurred, assessed or imposed on the Property or as a result of the ownership of the Property.

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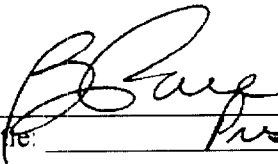
IN WITNESS WHEREOF, Seller has executed this instrument on the date first above written.

BANK ONE, N.A., successor in interest to
AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO

By: 
Title: AVP

AGREED TO:

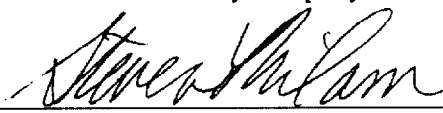
CORTZ, INC., d/b/a In the Swim (BUYER)

By: 
Title: President + CEO

DEBTOR'S ACKNOWLEDGMENT, CONSENT AND WAIVER

In connection with the Bill of Sale dated March 31, 2003, between Bank One, NA, as Seller and Cortz, Inc. d/b/a In The Swim as Buyer, Poolside Express, L.L.C., as Debtor hereby acknowledges that the indebtedness to Seller secured by the Property is in default, that Seller has the right to sell the Property pursuant to this Bill of Sale, that the sale of the Property pursuant to this Bill of Sale is a commercially reasonable sale, and that the Purchase Price constitutes fair consideration and reasonably equivalent value for the Property. Debtor further consents to this sale and, pursuant to Section 9-610 and other applicable provisions of the Uniform Commercial Code, hereby renounces and waives its right to any notice with respect to the sale to which it might otherwise be entitled. Debtor hereby represents and warrants to Buyer that to Debtor's knowledge: (i) it has legal and valid ownership and title to the Property except for the domain names and phone numbers described in paragraphs (e)(ii) and (f), respectively, of Exhibit A attached hereto, and (ii) the Property is not subject to any lien or encumbrance except those of Seller and such restrictions as may be imposed by that certain minute order entered on March 27, 2003, by Judge Rebecca R. Pallmeyer of the United States District Court, Northern District of Illinois, Eastern Division, in the cause entitled *S.K. Plastics Corporation and Miran Products, Inc. v. Poolside Express L.L.C. and Steven B. Milam* and known as Case No. 03 C 675, a copy of which is attached hereto.

POOLSIDE EXPRESS, LLC,
an Illinois limited liability company

By: 
Title: One of its ~~Managers~~ Members.

SUBSCRIBED AND SWORN TO
before me this _____ day
of _____, 2001.

NOTARY PUBLIC

EXHIBIT A TO BILL OF SALE DATED MARCH 31, 2003
BETWEEN BANK ONE, AN ("SELLER")
AND CORTZ, INC., D/B/A IN THE SWIM ("BUYER")

The Property sold pursuant to the Bill of Sale is all of the right, title and interest of Poolside Express, LLC, an Illinois corporation in and to the following:

[Describe Property]

SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO: THE ACCURACY OR COMPLETENESS THIS LIST OR THAT SAID PROPERTY DESCRIBED HEREIN MAY EXIST OR BE TRANSFERABLE AT THE TIME OF SALE, THE TITLE TO THE PROPERTY; THE CONDITION, DESIGN, OR QUALITY OF THE PROPERTY; THE FITNESS OF THE PROPERTY FOR USE OR FOR A PARTICULAR PURPOSE; THE MERCHANTABILITY OF THE PROPERTY; COMPLIANCE OF THE PROPERTY WITH THE REQUIREMENTS OF ANY LAWS, RULES, SPECIFICATIONS OR CONTRACTS PERTAINING THERETO; PATENT INFRINGEMENT; LATENT DEFECTS; THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE PROPERTY OR THE CONFORMITY OF THE PROPERTY TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER RELATING THERETO; THE OPERATION, USE, OR PERFORMANCE OF THE PROPERTY; OR ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY. SELLER MAKES NO FURTHER REPRESENTATION OR WARRANTY OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED, WITH RESPECT TO THE OPERATION, USE OR PERFORMANCE OF THE PROPERTY.

Exhibit A

**Property being sold under
Secured Party Bill of Sale dated as of March 31, 2003**

- (a) all trade accounts receivable owed to Debtor;
- (b) all inventory of Debtor, including without limitation the inventory listed on the computer-generated printout attached hereto as Schedule I;
- (c) the machinery, computers, office equipment, vehicles, furniture and other personal property of Debtor listed or referred to in Schedule II;
- (d) all of Debtor's interests in the software (including operating system applications) that are included on the computers referred to in clause (c);
- (e) all of Debtor's (whether registered or unregistered, and pending applications with respect to registering) copyrights, patents, trademarks, service marks, trade names, Internet domain names, Internet web sites, designs, logos, slogans and general intangibles of like nature (and all goodwill associated therewith), including without limitation:
 - (i) the name "Poolside Express" (including the federally registered trademark "Poolside Express"), as well as any related or similar trade names, trademarks, service marks or logos to the extent the same incorporate the name "Poolside Express" or any variation thereof;

(ii) any rights of Debtor (including any agreements relating to) in the Internet domain names "Poolside-Express.com" and "Poolsideexpress.com";

(f) Debtor's interest in (i) the telephone number (888) 283-7665 and (ii) facsimile number (888) 766-5329;

(g) Debtor's (i) customer list, (ii) prospect customer list and (iii) warranty card customer list, in each case including all e-mail lists and addresses associated with the same in Debtor's possession; and

(h) all of Debtor's printed catalogs and owned advertisements, together with all related artwork and computerized image files.

Schedule I

(see attached computer printout)

Schedule II

**Sales
area**

1 section of lit racking wire

6 bins for lit plastic

1 step up stool

1 Hewlett Packard printer laser jet 5simx

8 chairs

9 telephones

6 computers

1. Gateway 2000 e-1000/screen ev500/key board
gateway

2. Compaq evo/screen7500/key board
Compaq

3. Dell optiplex gx110/ screen dell/keyboard
dell

4. Gateway 2000 e-1000/screen crystalscan/keyboard
gateway

5. Gateway 2000 e-1000/screenev500/keyboard

gateway

6. Compaq evo/screen s720/key board
Compaq

2 broken Monitors

1. Gateway 2000

2. Packard bell

1 printer super script 860

2 headsets

8 tray's

1 desk with L shape side

1 2 drawer file cabinet

10 plastic file drawers

1 cabinet for office supplies Wood

1 4 drawer file cabinet

1 36 hole lit pack rack

1 3x2 metal desk

6 trash cans

2 hole punches

2 file holders desk type

4 plastic crates

2 cork boards

1 time clock card holder

Store area

1 pc dell optiplex/gx110/screen dell/key board dell

1 phone

1 broken TV

1 tube used for filing

Store mezzanine

7 bins used for lit pack

**Bathroom-- used for
storage**

3 pc screens defective gateway

3 key boards

4 mouse for pc

1 printer brother 1270n

2 pcu gateway

1 store register

2 telephones

1 3com super pack

3 cd holders

**Main office
area/Computer room**

1 5x3 desk metal

1 receptionist desk L shape

1 L shape desk left hand side
1 6x2 desk left hand pedestal
1 5x3 table
6 chairs 1 none call center type
1 computer gateway e1000 complete unit
1 server 1 ns 8000 / screen ev5000 / key board gateway
8 56k modems
1 battery back up
1 printer Hewlett Packard laser jet 8150n
1 nt hub 100mb
1 amp/bogen gold seal series/Phone PA
1 fax machine Panasonic icx-fp200
1 pcu e1000 /key board/ no screen
cd rewriter
2 phones
9 clip boards
1 USA flag
1 big POOLSIDE EXPRESS SIGN out front
1 tape gun 3"
5 plastic crates
5 trash cans
1 small ups back up apc
1 6x4 white board
4 sets of trays

Warehouse one

3 pc kds complete used for shipping system

3 scales nc1

3 power scan/ scanners

3 zebra 105 se thermal printers

1 phone starplus

2 carts with casters

4 dolly's 2 dayton 2 uline

3 work benches

1 crown pallet jack

2 push carts plastic

1 15 foot stairs metal

1 peanut dispenser

Accounting Office

6 4 drawer file cabinets

7 chairs

1 long conference table wood

1 computer desk wood

1 portable computer table

1 4 drawer file cabinet

1 4 drawer file cabinet

1 computer complete Compaq

1 receptionist desk right hand side L

2 phones

1 type writer

1 receptionist desk left hand side L

3 file tray's

2 staplers

1 storage cabinet used for office supplies

5 plastic tubs used for filing'

5 clip boards

5 trash cans

**Up stairs in accounting
office**

1 complete 1866r dell computer

2 telephones

1 trash can

Warehouse

1 pallet jack crown

2 desk old (trash)

1 strapping unit for ltl shipments

Atty: EAE Deposit Account #18-1260

Paper: Recordation Form Cover Sheet – Foreclosure - expedited service
Bill of Sale
Transmittal Letter to USPTO – Assignment Branch

**Filed in the United
States Patent & Trademark Office on**

DATE : April 7, 2003 DATE DUE: n/a

Reg. No. 2,277,690

Client: 16691 File: 30030

Mark: **POOLSIDE EXPRESS**

Assignee: Cortz, Inc. d/b/a In the Swim (an Illinois corporation)

The stamp of the Patent and Trademark Office hereon indicates receipt of the above-identified documents.