### FORM PTO-1594

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

(Rev. 6-93)

# RECORDATION FORM COVER SHEET

# TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Atty Docket No. 20016 . 285651

To the Assistant Commissioner of Patents and Trademarks:	Please record the attached original documents or copy thereof.
Name of conveying party(ies):	Name and address of receiving party(ies)     Name: (1) Sevylor U.S.A. Incorporated
Sevylor, Inc.	Internal Address:
☐ Individuals(s) ☐ Association ☐ General Partnership ☐ Limited Partnership ☐ Corporation-State - Delaware ☐ Other Additional names(s) of conveying party(ies) attached ☐ Yes ☐ 100  3. Nature of conveyance: ☐ Assignment ☐ Merger ☐ Security Agreement ☐ Change of Name ☐ Other ☐ Other	Street Address: 6651 East 26th Street  City: Los Angeles State: California Zip: 90040  Individual(s) citizenship  Association  General Partnership  Limited Partnership  Corporation-State  Delaware  Other  If assignee is not domiciled in the United States, a domestic representative designation is attached:
Execution Date: August 29, 2003	Additional names(s) & address(es) attached? 🔃 Yes 🗌 No
Application numbers(s) or patent numbers(s):     A. Trademark Application No.(s)  Additional numbers atta	B. Trademark Registration Nos. #2,396,390 - COMFORTOP #2,363,842 - SEVYMARINE #2,453,626 - SEVYTEX #2,388,731 - SEVYLOR ched?
<ol> <li>Name and address of party to whom correspondence concerning document should be mailed:</li> <li>Name: William H. Brewster</li> </ol>	6. Total number of applications and registrations involved 7. Total fee (37 CFR 3.41)\$ 115.00
Internal Address: Kilpatrick Stockton LLP  Street Address: 1100 Peachtree St., Suite 2800	Enclosed  Authorized to be charged to deposit account The Commissioner is authorized to charge any deficiency in the required fee or credit any over payment to Deposit Account No. 11-0860.  8. Deposit account number:
City: Atlanta State: GA Zip: 30309	11-0860 SEATHS SPACE INTO THE
9. Statement and signature. To the best of my knowledge and belief, the foregoing information copy of the original document. Christine P. James Name of Person Signing  Total number of pages including cover shee	is true and correct and any attached copy is a true  10/17/03  Date

## Name and address of receiving parties (Cont'd.)

Name: (2) Sevylor USA (Sevylor USA), a Delaware corporation

Address: 6651 East 26th Street

Los Angeles, California 90040

Name: (3) Zodiac Group Australia Pty Ltd. (ZGA), an Australian company

Address: Unit 1/23 Rowood Road

Prospect, NSW 2148 AUSTRALIA

Name: (4) Sevylor International (SVI), a French société par

actions simplifiée unipersonelle

Address: c/o Zodiac S.A.

2 rue Maurice Mallet Issy-les Moulineaux Cedex 92137 FRANCE

#### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of August 29, 2003, among SEVYLOR, INC., a Delaware corporation ("Grantor"), and each of SEVYLOR-U.S.A., INCORPORATED, a Delaware corporation ("Sevylor USA"), ZODIAC GROUP AUSTRALIA PTY LTD., an Australian Company ("ZGA"), SEVYLOR INTERNATIONAL SAS, a French société par actions simplifiée unipersonnelle ("SVI"), and ZODIAC S.A., a French société anonyme (collectively with Sevylor USA, ZGA and SVI, "Secured Party").

#### RECITALS:

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of May 27, 2003, among Grantor, Sevylor USA, SVI and certain of their respective Affiliates (as amended, restated, supplemented or otherwise modified from time to time, the "Asset Purchase Agreement"; capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given such terms in the Asset Purchase Agreement), Sevylor USA and SVI agreed to sell, transfer and assign to Grantor all of their right, title and interest in and to the Trademarks; and

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, Grantor and its parent company, National Ventures, Inc., have executed and delivered a promissory note of even date herewith, made by them in favor of Sevylor USA and SVI in the initial principal face amount of \$2,400,000 in payment of a portion of the consideration for certain assets, including the Trademarks, and a second promissory note, of even date herewith, made by them in favor of Sevylor-U.S.A., Incorporated and Sevylor International SAS in the initial principal amount of \$900,000 (collectively, the "Notes");

WHEREAS, National Ventures, Inc., the parent company of Grantor, will conduct the Sevylor leisure business in Europe and elsewhere, and will be a licensee of the Trademarks, which licensed use will be of material benefit to Grantor, as owner of the Trademarks;

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated May 27, 2003, with Zodiac Group Australia Pty Ltd. (the "Australian Agreement"), National Ventures, Inc., the parent corporation of Grantor, has agreed to purchase certain assets associated with the conduct of the Sevylor leisure business in Australia and certain other countries, which business will be conducted using certain of the Trademarks under license, which licensed use will be of material benefit to Grantor, as owner of such Trademarks; and

**NOW, THEREFORE**, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Secured Party hereby agree as follows:

1. <u>Grant of Security Interest</u>. To secure the complete and timely payment and performance of all of (a) Grantor's obligations and liabilities under this Agreement and Grantor's and National Ventures Inc.'s obligations and liabilities under the Notes, (b) National Ventures, Inc.'s obligations to pay to ZGA the purchase price for the purchased assets under the Australian

Agreement, and (c) National Ventures, Inc.'s obligation to pay to Zodiac S.A. the purchase price for the transferred shares of Sevylor Europe SAS, under that certain Share Sale Agreement, dated May 27, 2003, relating to Sevylor Europe (the "Share Sale Agreement"; all of such obligations being herein collectively called the "Secured Obligations"), Grantor hereby grants to Secured Party a first priority present and continuing security interest in the entire right, title and interest of Grantor in and to all trademarks (including any registrations, applications or common law rights) of Grantor, including those identified on <u>Exhibit 1</u> attached hereto, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements thereof, all rights corresponding thereto throughout the world and all renewals and extensions thereof (collectively, the "Trademarks").

- Representations and Warranties. Grantor represents and warrants to Secured 2. Party that (assuming the accuracy of the representations and warranties relating to the Trademarks in the Asset Purchase Agreement): (a) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any Liens, including, without limitation, licenses and covenants by Grantor not to sue third persons; (b) the registered Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part; (c) to Grantor's knowledge, each of the registered Trademarks is valid and enforceable; (d) this Agreement is effective to create a valid and continuing lien on and, upon filing of this Agreement with the United States Patent and Trademark Office or other appropriate trademark office and the filing of the appropriate financing statements, perfected liens in favor of Secured Party on each of the Trademarks; (e) such perfected liens are enforceable as such as against any and all creditors of and purchasers from Grantor; and (f) upon filing of this Agreement with the United States Patent and Trademark Office or other appropriate trademark office and the filing of appropriate financing statements, all actions necessary or desirable to protect and perfect Secured Party's lien in the Trademarks shall have been duly taken.
- Covenants. Grantor shall promptly notify Secured Party if Grantor knows or has reason to know that any application or registration relating to any of the Trademarks has or may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or other appropriate trademark office) regarding Grantor's ownership of any of the Trademarks, its right to register the same or to keep and maintain the same. Grantor shall take all actions necessary or reasonably requested by Secured Party to maintain and pursue each trademark application included in the Trademarks, to obtain the relevant registrations thereof and to maintain the registration of each of the Trademarks, including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings, and timely payment of any taxes, maintenance or renewal fees. If any of the Trademarks is infringed upon, or misappropriated or diluted by a third party ("Infringement"), Grantor shall promptly after Grantor becomes aware of an Infringement notify Secured Party of such Infringement and promptly take such actions as Grantor shall reasonably deem appropriate under the circumstances to protect such Trademarks and Grantor's rights therein, including filing suit for infringement, misappropriation or dilution and for recovery of any and all damages for such infringement, misappropriation or dilution.

- 4. Event of Default. The failure of Grantor to perform any of its obligations hereunder, any breach of any representation or warranty of Grantor herein, the occurrence of any Event of Default under (and as defined in) either Note, any failure by National Ventures, Inc. timely to pay all or any portion of the purchase price for the transferred assets under the Australian Agreement or timely to pay all or any portion of the purchase price for the shares of Sevylor Europe SAS under the Share Sale Agreement, shall each constitute a default by Grantor under this Agreement (herein referred to as an "Event of Default").
- Remedies. If any Event of Default shall have occurred and be continuing (i) 5. Secured Party shall have, in addition to all other rights and remedies given to Secured Party by this Agreement, the Asset Purchase Agreement, the Australian Agreement, the Notes or the Share Sale Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code in effect in the State of Delaware, and (ii) Secured Party may immediately, without demand of performance and without other notice or demand whatsoever to Grantor, sell at public or private sale or otherwise realize upon all or from time to time any part of the Trademarks or any interest which Grantor may have therein and, after deducting from the proceeds of sale or other disposition of the Trademarks all of Secured Party's reasonable costs and expenses of such sale or other disposition (including all actual and reasonable expenses for legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations. Grantor shall be liable for any deficiency remaining after the application of such proceeds. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to Grantor. If required by applicable law, notice of any sale or other disposition of the Trademarks shall be given to Grantor at least ten days before the time any intended public or private sale or other disposition of the Trademarks is to be made, which Grantor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Secured Party may, to the extent permissible under applicable law, purchase all or any part of the Trademarks sold, free from any right of redemption on the part of Grantor, which right is hereby waived and released by Grantor.
- 6. <u>Termination Date</u>. This Agreement and the security interests granted hereunder shall remain in full force and effect until indefeasible payment or satisfaction in full of the Secured Obligations.
- demand pay to Secured Party the amount of any and all expenses, including reasonable attorneys' fees and fees of other experts, which Secured Party may from time to time actually incur in connection with (i) following an Event of Default, the preservation of or the sale or other disposition of or other realization upon any of the Trademarks, (ii) the exercise or enforcement of any of the rights of Secured Party hereunder, or (iii) the failure by Grantor to perform or observe any of the provisions hereof. Grantor also agrees to indemnify Secured Party and hold Secured Party harmless from and against any liability, loss, cost, expense, damage, suit, action or proceeding suffered or incurred by Secured Party as a result of (i) Grantor's failure to observe, perform or discharge Grantor's duties hereunder, or (ii) Secured Party's holding or administering this Agreement or its rights, titles or interests in the Trademarks, unless with respect to any of the above, Secured Party is judicially determined to have acted with gross negligence or to have engaged in willful misconduct. The obligations of Grantor under this Section 7 shall survive the termination of this Agreement.

- 8. <u>Further Assurances</u>. Upon the request of Secured Party, Grantor shall duly execute and deliver, or cause to be duly executed and delivered, at the cost and expense of Grantor, such documents and instruments as may be necessary or proper, in the judgment of Secured Party, to carry out the provisions and purposes of this Agreement and do all acts and things necessary or appropriate in Secured Party's judgment to evidence, maintain, preserve or perfect the security interest of Secured Party in the Trademarks under this Agreement in any jurisdiction. Grantor authorizes Secured Party to prepare and file, at the expense of Grantor, all UCC financing and continuation statements and other filings with appropriate governmental authorities, without Grantor's signature, which Secured Party deems necessary or appropriate to evidence, maintain, preserve or perfect Secured Party's security interest in the Trademarks under this Agreement.
- Miscellaneous. No course of dealing between Grantor and Secured Party, nor 9. any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. This Agreement is subject to modification only by a writing signed by Grantor and Secured Party. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. This Agreement may be executed in any number of counterparts, each of which counterparts when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same Agreement. Delivery of a counterpart hereof by facsimile transmission shall be as effective as delivery of a manually executed counterpart hereof. If any provision of this Agreement is held invalid or unenforceable in whole or in part, the other provisions or parts of provisions of this Agreement shall be deemed severable and shail remain in full force and effect to the maximum extent permitted by law. Notices and communications under this Agreement shall be given or made in accordance with Section 12.7 of the Asset Purchase Agreement. Any notice or communication given by or to Sevylor USA shall be deemed given by or to ZGA and Zodiac S.A. as well. This Agreement supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof, and this Agreement contains the sole and entire agreement between the parties with respect to the matters covered hereby. EXCEPT TO THE EXTENT SUBJECT TO THE TRADEMARK LAWS OR OTHER MANDATORY PROVISIONS OF LAW IN ANY EXISTS, THE VALIDITY TRADEMARK WHERE JURISDICTION Α INTERPRETATION OF THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SEVYLOR, INC.,

as Grantor

Title:\_

Accepted and Acknowledged by:

Acknowledged by:

SEVYLOR-U.S.A., INCORPORATED

NATIONAL VENTURES, INC.

By:\_\_

Name:

Title:

By:\_\_

ZODIAC S.A.

Name

Title:

ZODIAC GROUP AUSTRALIA PTY LTD.

Name: \_

Title: \_\_

SEVYLOR INTERNATIONAL SAS

\_Bv: Title:\_\_\_

TRADEMARK REEL: 002732 FRAME: 0944

5

## Acknowledgment of Grantor

STATE OF 1760 GIA	
COUNTY OF <u>DEKALB</u>	
aforesaid, on this 29th d.  Michael Lee	ndersigned, a Notary Public in and for the state and county ay of hugh , 2003, personally appeared and who, being by me duly sworn, deposes and says that he is of SEVYLOR, INC., and that said instrument was signed or ority of its Board of Directors, and said officer acknowledged and deed of said company.

Notary Public

My commission expires: 10/09/13



### EXHIBIT 1 TO TRADEMARK SECURITY AGREEMENT TRADEMARKS

TRADEMARK	COUNTRY	FILING DATE	REG. DATE	APP. NO.	REG. NO.
<u>SEVYLOR</u>	ARGENTINA	10/2/1996	12/2/1997	2051079	<u>1652184</u>
SEVILOR SEVYLOR	BRAZIL	10/18/1996	4/27/1999	819.561.347	819.561.347
SEVILOR SEVYLOR	BRAZIL	2/4/1997	7/20/1999	819.809.446	819.809.446
SEVILOR SEVYLOR	BRAZIL	2/4/1997	7/20/1999	819.809.454	819.809.454
SEVILOR	BRAZIL	2/4/1997	8/10/1999	819.809.462	819.809.462
SEVILOR SEVYLOR	CHILE	9/30/1996	10/23/1997	356.339	495 <u>.37</u> 4
	CHILE	7	1/12/1998	376.094	500.961
SEVYLOR	CHILE	<del>- </del>	12/31/1997	376.093	500.295
SEVYLOR	CHINA	4/9/1998	12/28/1999	9800032972	1348196
SEVYLOR_	CANADA	4/18/2000	5/1/2002	1055598	561178
SEVYLOR	KOREA	2/16/2002		34901/175097	
SEVYLOR	MALAYSIA	10/14/1996		96/12503	
SEVYLOR	MEXICO	11/9/1992		153997	440517
SEVYLOR	MEXICO	2/18/1991	<u>-</u>		401763
SEVYLOR	SINGAPORE	10/22/1996	10/22/1996	11482/96	T96/11482A
SEVYLOR		10/22/1990	5/1/1987		00364880
SEVYLOR	TAIWAN	10/28/1998	10/17/2000	75/576473	2396390
COMFORTOP	USA _	9/22/1998	7/4/2000	75/557815	2363842
SEVYMARINE	USA		5/22/2001	75/557606	2453626
SEVYTEX	USA	9/22/1998	9/19/2000	75/679647	2388731
SEVYLOR	USA	4/12/1999	9/19/2000	13/9/30-11	2300731

Tradamark	.No.	Country	Date	Class/Products
i laucillalı N		Comment		
VIGNETTE OURSON	94508092	FRA	24.02.1994	11 : baignoires gonflables.
				19 : piscines non métalliques gonflables en film PVC
				22 : tentes, modules gonflables, structures et abris gonflables,
		-		28 : jeux, jouets, articles de gymnastique et de sport (à l'exception des vêtements), piscines démontables gonflables en film PVC
S. VIGNETTE	94508592	FRA	28.02.1994	11 : baignoires gonflables.
				19 ; piscines non métalliques gontlables en film PVC
				22 : tentes, modules gonflables, structures et abris gonflables,
	_			28 : jeux, jouets, articles de gymnastique et de sport (à l'exception des vêtements), piscines démontables gonflables en film PVC
SEVYLOR	94502235	FRA	19.01.1994	11 : baignoires gonflables
			_	19 : piscines non métalliques gonflables en film PVC
		<u></u>		22 : tentes, modules gonflables, structures et abris gonflables,
REI				28 : jeux, jouets, articles de gymnastique et de sport (à l'exception des vêtements), piscines démontables gonflables en film PVC
ENTOR	1,564095	GB	08.01.2001	19: inflatable buildings and swimming pools, all made wholly or principally of non metallic materials i.e in PVC film
ADEMARK 2732 FRAME: 0947				
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Exhibit 1 to Trademark Security Agreement – Page 8

Trademark	ž	Country	Date	Class/Products
EVYLOR	65008	Qrèce	29.10.1999	12 : appareils de locomotion par terre, air, eau notamment bateaux gonflables actionnables par avirons, par pagaies, par voiles, radeaux et pédalos gonflables, tous accessoires pour ces appareils de locomotion.  17 : objets fabriqués en gutta-percha, gomme élastique, balata et succédanés, élastomère, matière plastique, non compris dans d'autres classes, objets réalisés à partir de feuilles de ces matières, objets gonflables réalisés en ces matières, notamment objets publicitaires. Gonflables, tels que des enseignes, modules gonflables destinés à permettre après gonflage par leur assemblage suivant diverse positions, la constitution d'ustensiles divers tels que sièges, tables, ustensiles pour la plage.
SEVYLOR	65008	Grèce		gonflables.  20: meubles gonflables, notamment sièges gonflables, coussins, matelas et lits gonflables.  22: tentes,malles gonflables réalisés notamment en matières plastique autoportant par air comprimé pour toutes utilisations industrielles, commerciales de loisir et de sport.  28: jeux, jouets, article de gymnastique et de sport (à l'exception des vêtements), notamment piscines démontables gonflables en film PVC ainsi que leurs accessoires, ballons, animaux gonflables, bouées et ceintures de natation gonflables.

Exhibit 1 to Trademark Security Agreement – Page 9

,	9	<u>.</u>	Dota	Oless/Droducts
Irademark		Country	Lair	
EVYLOR	115039	NORV	30.03.1994	12 : appareils de locomotion par terre, ou par eau, notamment bateaux gonflables actionnables avec avirons, pagaies, moteur ou voiles, pédales et accessoires, non compris dans d'autres classes
	·			20: meubles gouflables notamment sièges gouflables,, coussins, matelas et lits gonflables; objets gonflables réalisés en gutta percha, gomme élastique, balata et succédanés, élastomères et matières plastiques notamment enseignes publicitaires gonflables, modules gonflables destinés à permettre, après gonflage, par leur assemblage suivant diverses dispositions, la constitution d'ustensiles divers tels que sièges et tables.
	_			28: jeux (à l'exception cartes à jouer) et jouets, articles de gymnastique et sport, notamment piscines transportables gonflables en film PVC et leurs accessoires, ballons, animaux gonflables, bouées (jouets), et bracelets de natation (jouets) gonflables.
3EVYLOR	970892	TUNISIE	10.06.1997	17 : objets fabriqués en gutta-percha, gomme élastique, balata et succédanés, élastomères, matière plastique, non compris dans d'autres classes, objets moulés en ces matières,
		_		22 : : tentes, modules gonfiables, structures et abris gonflables.
R	_		_	28 : jeux, jouets, article de gymnastique et sport (à l'exception des vêtements), article de camping notamment piscines démontables gonflables en film PVC, ainsi que leurs accessoires.
TRADEMARK REEL: 002732 FRAME: 0949				

Exhibit 1 to Trademark Security Agreement - Page 10

	P.To	Country	Date	Class/Products
Iradeniark	<u> </u>	Country		
BVYLOR	1093711 USA		20.06.1998	12: inflatable boats, powered by oars, paddles, motors or sails, and rubber rafts,
	_		·	28: PVC film inflatable swimming pools and their accessories (namely, sacks for transporting said swimming pools); inflatable objects namely: bathing pools in PVC film for children, inflatable objects namely: balls, animals and buoys.
SEVYLOR	1615501	JAPON		12 : Japanese class which correspond to :
				Transportation equipment; parts and accessories thereof (excluding those belonging to other classes)

Exhibit 1 to Trademark Security Agreement - Page 11 arthront arthron

Trademark N°  EVYLOR 431 257	Country	Date	Class/Products
	INTERNATIONAL		
	MITERNATIONAL		
		10.06.1997	
	Autriche		17 : objets fabriqués en gutta-percha, gomme élastique, balata et
	Benelux		succédanés, élastomères, matières plastiques, non compris dans
	Suisse		d'autres classes ; objets moulés en ces .
	Tchéquie		
	Allemagne		22 : tentes, modules gonflables, structures et abris gonflables,
	Algérie		
	Egypte	_	28: jeux, jouets, articles de gymnastique et de sport (a l'exception des
-	Espagne		vêtements), articles de camping notariment piscines demontables
	Hongrie		gonflables en film PVC, ainst que teurs accessoires.
	Italie		
_	Матос		
	Monaco		
	Pologne		
	Roumaine		
	Russie		
	Slovénie		
	Slovaquie		
	Vietnam		
	Serbie		

Exhibit 1 to Trademark Security Agreement – Page 12

RE	ž	Country	Date	Class/Products
ECOI				
RIDE	188,449	Turquie	11.07.97	11 : baignoires gonflables
ATLOR	684.395	INTER	09.12.97	19 : piscines non métalliques gonflables en film PVC
<b>þ</b> :		Finlande		
10		Suède		
) )/1:				
7/ <b>2/1</b> Polytrademarks include	Grantor's com	mon law rights in	the United States at	Trademarks include Grantor's common law rights in the United States and Australia with respect to the following products:
OS Ulatable boats powered	by oars, paddl	es, motors or sail	s; inflatable canoes	Instable boats powered by oars, paddles, motors or sails; inflatable canoes, inflatable kayaks and rubber rafts and structural parts therefore; paddles and oars; inflatable boats powered by oars, paddles, motors or sails; inflatable objects, namely bathing pools

rotective covers for boats; and air pumps; inflatable matuesses; stools, folding chairs; inflatable chairs; inflatable sofas; cots; folding tables; inflatable pillows; seat VC film swimming pools and their accessories, namely sacks for transporting said swimming pools and pumps sold as a unit; inflatable objects, namely bathing pools oating recreational lumge chairs, ride-on toys, punching bags, flying discs; toy boats; kick board floatation devices; tow ropes for aquatic recreational use; life or children, swim floats, balls, buoys, inner tubes for recreational use, toboggans and sleds, floats tubes for fishing. float mattresses, water wing and vest swim aids, reservers; pool caddies; sails; boat canopies, boat racks; sectional plywood boat floorboards; electric trolling motors; boat battery packs; boat motor mounts and brackets; ushions, and inflatable publicity objects.

Exhibit 1 to Trademark Security Agreement - Page 13 ATLLIBOL LS2B558.9