

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Swimways Corp.		11/30/2001	CORPORATION: VIRGINIA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Nash Manufacturing, Inc.
<b>Street Address:</b>	315 West Ripy Street
<b>City:</b>	Fort Worth
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	76110
<b>Entity Type:</b>	CORPORATION: TEXAS

<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	2153924	TWC

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(817)332-2114
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	8173322113
<b>Email:</b>	tmcorres@hillandhunn.com
<b>Correspondent Name:</b>	Kenneth C. Hill
<b>Address Line 1:</b>	201 Main Street
<b>Address Line 4:</b>	Fort Worth, TEXAS 76102

<b>ATTORNEY DOCKET NUMBER:</b>	0497RF-42454
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<b>NAME OF SUBMITTER:</b>	Kenneth C. Hill
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<b>Total Attachments: 4</b>
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## ASSIGNMENT OF TRADEMARKS

WHEREAS, Swimways Corp., a Virginia corporation ("Assignor"), claims an ownership interest in all rights, title and interest in and to the trademarks registered and applications pending in the United States Patent and Trademark Office, together with the goodwill of the business appurtenant thereto listed on Exhibit A attached hereto and by reference incorporated herein ("Trademarks").

WHEREAS, Nash Manufacturing, Inc., a Texas corporation ("Assignee") has agreed to purchase the Trademarks; and

WHEREAS, Assignor desires to transfer its entire right, title and interest in the Trademarks to Assignee;

NOW, THEREFORE, TO ALL TO WHOM IT MAY CONCERN, BE IT KNOWN that for and in consideration of the sum of One Dollar (\$1.00), lawful money of the United States, in hand paid by said Assignee, Assignor has sold, assigned, transferred and conveyed and by these presents does hereby sell, assign, transfer and convey unto Assignee, its successors and assigns, its entire worldwide right, title and interest in the Trademarks and all applications for trademarks, and any reissues thereof as well as in and to any and all applications for trademarks registrations filed in the United States and foreign countries for said Trademarks including all priority rights under the Paris Convention and all ancillary "know how" related to the Trademarks, and all trademarks registrations which may be granted in foreign countries therefore, and in and together with all claims for damages by reason of past infringement of said marks with the right to sue for, and collect the same for its own use and behalf, and for use and behalf of its successors, assigns and other legal representatives, TO HAVE AND TO HOLD THE

**SAME** to the full end of the term or terms for which any and all said Trademarks registrations may be granted;

**AND**, the said Assignor does hereby authorize and request the Commissioner of Patents and Trademarks to record that Assignee is the assignee of Assignor's entire right, title and interest in and to the Trademarks and trademarks applications for the sole use and benefit of Assignee, its successors and assigns together with the goodwill of the business appurtenant to each of the foregoing;

**AND**, for the consideration aforesaid, Assignor does hereby covenant and agree to and with Assignee that it has the full power to make this assignment, and that the rights assigned are not encumbered by any grant, license or right heretofore given, and that Assignor shall and will do all lawful acts and things to make, execute and deliver without further compensation, and any and all other instruments in writing, further applications, papers, affidavits, powers of attorney, assignments, and other documents which, in the opinion of counsel for Assignee, its successors and assigns, may be required or necessary to more effectively secure and to vest in said Assignee, its successors and assigns, the entire right, title and interest in and to the Trademarks, rights, benefits, privileges and advantages hereby sold, transferred and conveyed, and that Assignor shall execute any applications for reissue which may be desired by the owner of the Trademarks which may be registered.

**AND**, Assignor further represents and warrants that: (a) the intellectual property is subsisting and is not invalid and unenforceable, in whole or in part; (b) the Assignor has not previously licensed, assigned, transferred, conveyed or otherwise encumbered such right, title and interest; (c) the Assignor is the sole and exclusive owner of the

intellectual property, all of which is free and clear of any liens, charges and encumbrances, and no other person or entity has or shall have any claim of ownership with respect to the intellectual property, and the intellectual property does not infringe any rights owned or possessed by any third party; and (e) there are no claims, judgments or settlements to be paid by the licensor or pending claims or litigation relating to the intellectual property.

IN WITNESS WHEREOF, Swimways Corp., by its President, Emanuel A. Arias, has hereunto set his hand and seal this 30<sup>th</sup> day of November, 2001.

Swimways Corp.

By:   
Emanuel A. Arias, President

COMMONWEALTH OF VIRGINIA  
CITY OF VIRGINIA BEACH; to wit:

Subscribed to and sworn before me, a notary public, this 30<sup>th</sup> day of November, 2001 by Emanuel A. Arias, President of Swimways, Corp.

  
Notary Public

My Commission Expires: 2-29-04

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**EXHIBIT A  
TO  
ASSIGNMENT OF TRADEMARKS  
BY  
SWIMWAYS CORP.  
TO  
NASH MANUFACTURING, INC.**

<b>Mark/Invention</b>	<b>Serial No./Reg. No.</b>
AERIAL 360	1,666,848
TWC	2,153,924
PRO XL	1,521,139
MAGNA (Design Mark)	1,507,618
MAGNA	1,370,357
SKURFER	1,326,176 -
TUBE-N-IT	applied for
STOWABLE TM	applied for

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