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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): 12-23-03

Sevylor International

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other Societe Par Actions Simplifiee etc.

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 08/29/03

2. Name and address of receiving party(ies)

Name: Sevylor, Inc.

Internal Address:

Address:

Street Address: 6651 East 26th Street

City: Los Angeles State: CA 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: 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) 1,093,711

Additional number(s) attached Yes No

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

Name: Bradley D. Blanche, Esq.

Internal Address:

PAUL, HASTINGS, JANOFSKY & WALKER LLP

Street Address: P O Box 919092

City: San Diego State: CA Zip: 92191-9092

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

50-2613

DO NOT USE THIS SPACE

9. Signature.

Bradley D. Blanche, Esq.

Name of Person Signing

Signature

Signature

12/18/03

Date

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

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

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TRADEMARK REEL: 002887 FRAME: 0453

UNITED STATES OF AMERICA

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made between Sevylor International, a *société par actions simplifiée unipersonnelle* organized under the laws of France having a place of business located at 2 rue Maurice Mallet, Issy Les Moulineaux Cedex, 92130 FRANCE (“Assignor”) and Sevylor, Inc., a corporation organized under the laws of Delaware having a place of business located at 6651 East 26th Street, Los Angeles, California 90040 (“Assignee”).

WHEREAS, the Assignor has adopted and used in the United States the trademark SEVYLOR and is the owner of common law rights in and to the trademark for use in connection with a wide range of products including but not limited to inflatable marine craft, including but not limited to boats, canoes, kayaks, and rafts; inflatable swimming pools; pool, fishing, and winter sport inflatable recreational products; inflatable swimming aids; inflatable toys; life preservers; water processing and treatment machines, including but not limited to pumps and filters; camping products and furniture, including but not limited to inflatable mattresses, chairs, pillows and seat cushions; stools, chairs, sofas, cots, and folding tables; air beds; as well as component parts and accessories for all the aforementioned products (collectively, the “Trademark”) and is the owner of U.S. Registration No. 1,093,711 for the trademark SEVYLOR for “inflatable boats, powered by oars, paddles, motors or sails, and rubber rafts [Class 12]; inflatable and portable swimming pools and their accessories – namely, pumps sold as a unit; inflatable objects – namely, bathing pools for children, balls, animals and buoys [Class 28]” (the “Registration”); and

WHEREAS, pursuant to that certain Asset Purchase Agreement dated May 27, 2003, as amended, the Assignee has acquired Assignor's rights in and to the Trademark and the Registration and the good will associated therewith for the goods protected by the Registration in Class 12 in their entirety; in Class 28 insofar as they are both inflatable and manufactured using PVC film, with rights to use the Trademark in connection with non-inflatable products and inflatable non-PVC film products being expressly retained by Assignor; and all common law rights in and to the Trademark as used in connection with inflatable boats powered by oars, paddles, motors or sails; inflatable canoes, inflatable kayaks and rubber rafts and structural parts therefor; paddles and oars; inflatable PVC film swimming pools and their accessories, namely sacks for transporting said swimming pools and pumps sold as a unit; inflatable objects, namely bathing pools for 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, floating recreational lounge chairs, ride-on toys, punching bags, flying discs; toy boats; kick board floatation devices; tow ropes for aquatic recreational use; life preservers; pool caddies; sails; boat canopies, boat racks; sectional plywood boat floorboards; electric trolling motors; boat battery packs; boat motor mounts and brackets; protective covers for boats; and air pumps; inflatable mattresses; stools, folding chairs; inflatable chairs; inflatable sofas; cots; folding tables; inflatable pillows; seat cushions, and inflatable publicity objects; with common law rights to use the Trademark in connection with swimming pools, including but not limited to metal pools, fabric pools, and PVC-coated fabric pools (but not inflatable PVC film pools); spas; parts and accessories for pools and spas, including but not limited to filters, pumps, replacement filter cartridges, hoses; clamps; chemicals for use in pools and spas, including but not limited to chemicals for

water sanitation such as fungicides, algacides, bactericides; pool and spa cleaners and sweepers; skimmers, nets, leaf traps; brushes; ladders; pool covers and ground shields being expressly retained by Assignor;

NOW THEREFORE, in consideration for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor assigns to the Assignee rights, title and interest in and to (a) the Trademark and the common law rights attendant thereto for use of the Trademark in connection with inflatable boats powered by oars, paddles, motors or sails; inflatable canoes, inflatable kayaks and rubber rafts and structural parts therefor; paddles and oars; inflatable PVC film swimming pools and their accessories, namely sacks for transporting said swimming pools and pumps sold as a unit; inflatable objects, namely bathing pools for 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, floating recreational lounge chairs, ride-on toys, punching bags, flying discs; toy boats; kick board floatation devices; tow ropes for aquatic recreational use; life preservers; pool caddies; sails; boat canopies, boat racks; sectional plywood boat floorboards; electric trolling motors; boat battery packs; boat motor mounts and brackets; protective covers for boats; and air pumps; inflatable mattresses; stools, folding chairs; inflatable chairs; inflatable sofas; cots; folding tables; inflatable pillows; seat cushions, and inflatable publicity objects; with common law rights to use the Trademark in connection with swimming pools, including but not limited to metal pools, fabric pools, and PVC-coated fabric pools (but not inflatable PVC film pools); spas; parts and accessories for pools and spas, including but not limited to filters, pumps, replacement filter cartridges, hoses; clamps; chemicals for use in pools and spas, including but not limited to chemicals for

water sanitation such as fungicides, algacides, bactericides; pool and spa cleaners and sweepers; skimmers, nets, leaf traps; brushes; ladders; pool covers and ground shields being expressly retained by the Assignor; and (b) the Registration in Class 12 in its entirety and in Class 28 insofar as the goods as set forth in this Class are inflatable and manufactured using PVC film, with rights to use the Trademark in connection with non-inflatable products and inflatable non-PVC film products being expressly retained by the Assignor; together with the relevant good will of the business which is symbolized by the Trademark and the Registration; together with the right to sue and recover damages for future, present, and past infringements of the Trademark and the Registration.

ASSIGNOR

SEVYLOR INTERNATIONAL

By: [Signature]

Name: Jean Marc DAHLANSE

Title: President

Date: August 29, 2003

SUBSCRIBED AND SWORN TO before me this 29th day of August, 2003.

[Signature]
Notary Public

My Commission Expires: 10/09/06



ASSIGNEE

SEVYLOR INC.

By: [Signature]

Name: Wayne Lee

Title: CEO

Date: 29 August 2003

SUBSCRIBED AND SWORN TO before me this 29th day of August, 2003.

[Signature]
Notary Public

My Commission Expires: 10/09/06

