

02-14-2005



102845566

MRO
2-11-2005

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 5/30/2005)

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Safety Tubs, LLC

- Individual(s)
 - General Partnership
 - Corporation-State
 - Other limited liability company
- Citizenship (see guidelines) Delaware
- Execution Date(s) September 10, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Safety Tubs Holdings, LLC

Internal Address: Suite 25

Street Address: 4811 Lyons Technology Pkwy

City: Coconut Creek

State: Florida

Country: USA Zip: 33073

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship Delaware

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) ① 76/538 302
② 76/580633 ③ 76/588 949

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

① The Independence ② The Dignity ③ The Liberty (all bath tubs or showers)

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

Name: Judith L. Keiser

Internal Address: c/o Jonathan Lichtman,
Levinson & Lichtman, Suite 100

Street Address: 120 E. Palmetto
Park Road

City: Boca Raton

State: Florida Zip: 33432

Phone Number: 954-444-0446

Fax Number: 954-943-5013

Email Address: affection44@earthlink.net

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature: Judith L. Keiser

Judith L. Keiser
Signature

2/11/05
Date

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be filed to (703) 308-0086, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1468, Alexandria, VA 22313-1450

Fee
pd.
D.R.

12/01/2004 00:51 FAX

NOV-29-2004 14:10

LEVINSON & LICHTMAN LLP

561 659 3601

0612

P.12

ASSIGNMENT OF TRADEMARKS

Effective as of September 10, 2004, the undersigned, Safety Tubs, LLC., a Delaware corporation (hereinafter "Assignor"), for and in consideration of good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby, assign, transfer and sell to Safety Tubs Holdings, LLC., a Delaware limited liability company (hereinafter called "Assignee"), all of Assignor's right, title and interest in and to the trademark applications described below and all trademarks that issue therefrom, as follows:

1. Application No. 76/538,302, filed with United States Patent and Trademark Office ("USPTO") 8.18.03, for the mark "The Independence", Int'l Class 011: bathtubs; walk-in bathtubs; and bath tub whirlpool jets ("The Independence");
2. Application No. 1214346, filed with Canadian Office of Intellectual Property Office ("CIPO") 4.16.04, for the mark "the Independence", bath tubs, walk-in bath tubs and handicap bath tubs ("The Independence");
3. Application No. 76/580,633, filed with USPTO 3.12.04, for the mark "The Dignity", Int'l Class 011: showers; shower enclosures; handicap showers ("The Dignity"); and
4. Application No. 76/588,949, filed with USPTO 4.27.04, for the mark "The Liberty", Int'l Class 011: walk-in bath tubs; handicap bath tubs and showers ("The Liberty");

together with all extensions, renewals, and amendments thereof, all income, royalties and other payments payable with respect thereto, the goodwill of the business symbolized by such mark, the right to conduct business under said mark, the right to sue for past infringement of said mark, all licensing and other use agreements related to said mark, and other worldwide rights related to the foregoing (hereinafter collectively called the "Trademarks").

This Assignment is executed in connection with and in consideration of the sale to Assignee, effective as of the date hereof, of Assignor, together with the entire goodwill of Assignor. Assignee hereby accepts the foregoing assignment and transfer of the Trademarks.

Assignor represents and warrants that (i) Assignor is the sole owner of the Trademarks, free and clear of all liens and encumbrances of any nature whatsoever; (ii) Assignor is duly organized and existing and has full power, right and authority to execute and deliver this Assignment, which has been duly executed and delivered, and (iii) no prior assignment or license has been granted in the Trademarks. Assignor covenants to protect the rights of Assignee in and to the Trademarks transferred hereby against all claims by third parties.

Assignor hereby constitutes and appoints Assignee its true and lawful attorney, with full power of substitution, (i) to act in Assignor's stead with regard to the prosecution of application for registration of the Trademarks; (ii) to execute any and all instruments, documents required in connection with such application; (iii) to defend the Trademarks against all third parties; and (iv) to file any claim or take any other action or proceeding, either in its own name or in the name of Assignor or otherwise, which

/01/2004 00:51 FAX
DU-29-2004 14:11

LEVINSON & LIGHTMAN LLP

561 869 3601 P.13

Assignee may deem necessary or appropriate to protect and preserve the right, title and interest of Assignee hereunder.

Assignor covenants and agrees that Assignor will promptly deliver to Assignee any documents, and take such action as requested by Assignee, to fully consummate the transfer embodied by this Assignment, including documents suitable for recording in the USPTO and CIPO.

This Assignment and all representations and warranties, powers and rights herein contained or resulting herefrom are binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives. This Agreement may not be assigned by any party without the prior written consent of all parties.

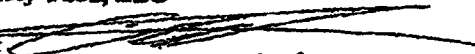
This Assignment will be governed by and construed and enforced in accordance with the laws of the State of Florida. Jurisdiction for any legal action brought hereunder shall be in the State of Florida and venue shall be in Palm Beach County.

This Agreement contains the entire agreement of the parties with regard to the Trademarks and all prior understandings and agreements, whether written or oral, between the parties with regard to the Trademarks are merged into this Agreement. This Agreement cannot be altered, amended, supplemented, modified or terminated except by an instrument in writing signed by all of the parties to this Agreement, the proper officers signing on behalf of their respective entities. This Agreement may be signed and executed in one or more counterparts, each of which will be deemed an original and all of which together shall constitute one agreement.

WITNESS THE EXECUTION HEREOF, as of the date written above.

ASSIGNOR:

Safety Tubs, LLC

By: 
Name: Andre Nestor
Title: Managing member / COO

Address:

4511 Lyons Tech Parkway suite 25
Colonet Creek FL 33073

Acknowledged and accepted by:

ASSIGNEE:

Safety Tubs Holdings, LLC

By: 

/01/2004 00:51 FAX

DU-29-2004 14:11

LEVINSON & LICHTMAN LLP

561 869 3601

014

P.14

Name: *Madhavi Nadiach*
Title: *Managing Partner / COO*

Address:

4811 Cyans Technology Parkway #25
Coconut creek fl. 33073

TOTAL P.14