

10-19-2004

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102862095

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

1. Name of conveying party(ies):

The Strongwater Group LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other LLC (NJ)
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: 09/15/2004

2. Name and address of receiving party(ies)

Name: Wachovia Bank, National Association

Internal

Address: _____

Street Address: 1339 Chestnut Street

City: Philadelphia State: PA Zip: 19103

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State

Other Bank

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

TRADEMARK FEE PROCESS
10/15/04
OCT - 5
11

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

see attached

B. Trademark Registration No.(s)

see attached

Additional number(s) attached Yes No

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

Name: Ida Magin

Internal Address: CSC

Street Address: 80 State Street, 6th floor

City: Albany State: NY Zip: 12207

6. Total number of applications and registrations involved:

15

7. Total fee (37 CFR 3.41).....\$ 390.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

10/18/2004 DBYRE
01 FC: 8521
02 FC: 8522
0000072 1052279
10/18/04
390.00 DP

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.

Ida Magin

Name of Person Signing

Signature

10/04/2004

Date

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

21

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

10-05-2004

U.S. Patent & TMO/TM Mail Rcpt Dt. #061

TRADEMARK
REEL: 003063 FRAME: 0340

SCHEDULE A

U.S. Registered Assets

PATENTS

<u>Patent Description</u>	<u>U.S. Patent No.</u>	<u>Issue Date</u>
Fitted Crib Safety Sheet	6,226,815	5/8/01
Method to make mattress pads	5,391,418	2/21/95
Method to make mattress pads	5,658,642	8/19/97

PATENT APPLICATIONS

<u>Patent Application Description</u>	<u>U.S. Patent Application No.</u>	<u>Date Applied</u>
Waterproof bedding	Appl. No. 20040077243, Serial No. 272,731	10/17/02

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
GERI-CARE (words only)	1,152,279	4/28/81
FREEDOM FIT (words only)	1,490,764	6/7/88
COMFORT QUILT (words only)	1,372,654	11/26/85
CONTAIN (words only)	1,399,290	7/1/86
CONFIDENCE ELITE BRIEF (words only)	1,537,181	5/2/89
BEST YET (words only)	2,525,039	1/1/02
BABY DREAMS (words only)	2,877,646	8/24/04
CLEAN AIR (words only)	1,949,672	1/16/96
CLEAN AIR (and design)	2,482,046	8/28/01
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MY KIDS' FIRST (words only)	2,603,677	8/6/02
SECURE CORNER (words only)	2,757,692	8/26/03

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
J. LAMB & FRIENDS (words only)	78/388,911	3/23/04

**PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES
SECURITY AGREEMENT**

This Patents, Trademarks, Copyrights and Licenses Security Agreement ("Agreement") is made as of the 15th day of September, 2004, by and between THE STRONGWATER GROUP LLC ("Company"), a New Jersey limited liability company, with its chief executive office located at 250 South Van Brunt Street, Englewood, New Jersey 07631, and Wachovia Bank, National Association ("Secured Party"), having a mailing address of 1339 Chestnut Street, Philadelphia, Pennsylvania 19103, Attn: James D. Wilson.

BACKGROUND

A. This Agreement is being executed contemporaneously with that certain Loan and Security Agreement of even date herewith by and among Company, the "Member Guarantors" identified therein and Secured Party (as it may hereafter be from time to time modified, amended, extended, restated, supplemented or replaced, the "Credit Agreement"), under which Company is granting Secured Party a lien on and security interest in all of the assets of Company associated with or relating to products leased or sold or services provided under all of Company's now or hereafter existing or acquired patents, trademarks (and the goodwill associated therewith) and copyrights, and under which Secured Party is entitled to foreclose or otherwise deal with such assets, patents, patents, patent rights, patent applications, goodwill, trademarks, trademark applications, service marks, service mark applications, trade names, copyrights, and copyright applications under the terms and conditions set forth therein. Capitalized terms not defined herein shall have the meanings given to such terms in the Credit Agreement.

B. Company has adopted, used and is using (or has filed applications and/or registrations of) the patents, patent rights, and patent applications (collectively, the "Patents"); trademarks, service marks, trade names, and service trade names (collectively, "Trademarks"); and copyrights and copyright applications (collectively, the "Copyrights"); each as listed on Schedule A attached hereto and made part hereof (or on any amended Schedule A provided pursuant to Section 3(f) hereof), and all goodwill associated with and represented by any of the foregoing ("Goodwill") (all such Patents, Trademarks, Copyrights or Goodwill hereinafter referred to as the "Assets").

C. Pursuant to the Credit Agreement, Secured Party is acquiring a lien on, and security interest in, the Assets and the registrations thereof as security for all Obligations, and desires to have its security interest in such Assets confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office and United States Copyright Office, respectively.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Credit Agreement and all the other Credit Documents and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Company grants a lien and security interest to

Secured Party in all of its present and future right, title and interest in and to the Assets and the registrations thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Company hereby covenants and agrees to maintain the Assets in full force and effect until all Obligations are indefeasibly paid and satisfied in full and the Credit Agreement and the Revolving Credit Commitments are terminated, except as and to the extent permitted otherwise under the Credit Agreement (specifically including without limitation Section 8.16 thereof).

3. Company represents, warrants and covenants that:

(a) Except as disclosed on Schedule A hereto (as updated from time to time as provided for and to the extent permitted under Section 3(f) below and under the Credit Agreement), the Assets are subsisting and have not been adjudged invalid or unenforceable;

(b) Except as disclosed on Schedule A hereto (as updated from time to time as provided for and to the extent permitted under Section 3(f) below and under the Credit Agreement), each of the Assets is valid and enforceable;

(c) Except as disclosed on Schedule A hereto (as updated from time to time as provided for and to the extent permitted under Section 3(f) below and under the Credit Agreement), Company is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Assets, and each of the Assets is free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by Company not to sue third persons;

(d) Company has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Company has complied with, and will continue for the duration of this Agreement to comply with, the requirements set forth in 15 U.S.C. §§1051-1127, 17 U.S.C. §101, et seq., 35 U.S.C. §101 et seq. and any other applicable statutes, rules and regulations in connection with its use of the Assets; and

(f) The Assets listed on Schedule A constitute all of the registered Assets, and all applications for any of the foregoing, now owned and used by Company. If, before all Obligations shall have been indefeasibly paid and satisfied in full and the Revolving Credit Commitment under the Credit Agreement shall have been terminated, Company shall become the owner of (i) any new registrable patentable inventions, trademarks, trademark registrations, trade names, or copyrights, or (ii) any registered patent, patent registration or application, trademark, trademark registration or application, copyright or copyright registration or application, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, such new property shall be deemed part of the "Assets" hereunder and the provisions of this Agreement, including the grant of a lien and security interest in such new Assets, shall automatically apply thereto. Company shall give Secured Party written notice of the acquisition by Company of any such new Assets along with an amended Schedule A listing such new Assets as provided for under Section 8.16 of the Loan Agreement..

4. Company further covenants that until all Obligations have been indefeasibly paid and satisfied in full and the Revolving Credit Commitment under the Credit Agreement is terminated, it shall not enter into any agreement, including without limitation, license agreements or options, which is inconsistent with Company's obligations under this Agreement and the Credit Agreement.

5. So long as no Event of Default has occurred and is continuing under the Credit Agreement, Company shall continue to have the exclusive right to use the Assets and Secured Party shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

6. Company further covenants that until all Obligations have been indefeasibly paid and satisfied in full and the Revolving Credit Commitment under the Credit Agreement is terminated, it shall not sell, license, grant any option, assign or further encumber its rights and interest in the Assets.

7. Licenses and License Rights. Company further represents and warrants and covenants and agrees as follows:

(a) **Schedule B** attached hereto and made part hereof sets forth the information concerning all licenses pursuant to which Company has the right (whether exclusive or non-exclusive) to use any registered or registrable patents, patent rights, patent applications, trademarks, trademark applications, service marks, trade names, service trade names, copyrights and/or copyright applications (other than "shrink wrap", "execute by opening" or other similar over-the-counter or consumer software licenses) (all of such licenses, the "Licenses" and all of such rights, the "License Rights"). The information set forth on **Schedule B** hereto includes the title and date of each such License, the name and address of the grantor/licensor and the name/title/description of the applicable patent, trademark or copyright (and/or patent, trademark or copyright application), the registration number and date of such patent, trademark, copyright or application and whether the license is exclusive or non-exclusive. In consideration of and pursuant to the terms of the Credit Agreement and all the other Credit Documents and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Company grants a lien and security interest to Secured Party in all of its present and future right, title and interest in and to the Licenses and the License Rights, but only if and to the extent that such a grant does not violate and/or is not invalid under the terms and provisions of the applicable License. Company covenants and agrees that, upon the request of Secured Party, Company shall use all commercially reasonable efforts to obtain the consent of the applicable grantor/licensor under any of the Licenses to either (x) the grant of a lien and security interest by Company to Secured Party in all of its present and future right, title and interest in and to the applicable License and License Rights (to the extent that the consent of such grantor/licensor is required in connection with such a grant under the terms and provisions of the applicable License) and/or (y) the recordation by Secured Party of its lien and security interest in Company's right, title and interest in and to the applicable License and License Rights in the United States Patent and Trademark Office and United States Copyright Office (as applicable). To the extent that a valid lien and security interest in and to Company's right, title and interest in and to any Licenses and related License Rights is created under the provisions of this section (either because the creation of such a lien and security interest under this section would not violate and/or be invalid under the terms and provisions of the applicable License and/or because all consents of the relevant grantor/licensor required under the terms and provisions of the applicable License have been obtained), all such Licenses and related License Rights shall constitute part of the "Assets" hereunder.

(b) If, before all Obligations shall have been indefeasibly paid and satisfied in full and the Credit Agreement shall have been terminated, Company shall become a party to any new licenses pursuant to which Company will have the right (whether exclusive or non-exclusive) to use any registered or registrable patents, patent rights, patent applications, trademarks, service marks, trade names, service trade names, copyrights and/or copyright applications (other than "shrink wrap", "execute by opening" or other similar over-the-counter or consumer software licenses), Company shall give Secured Party written notice of the acquisition by Company of any such new license and related license rights along with an amended Schedule B listing such new licenses and related license rights following the acquisition of any such new licenses and related license rights as provided for under Section 8.16 of the Credit Agreement. All such newly acquired licenses and related rights shall immediately constitute "Licenses" and "License Rights" hereunder. To the extent that either the grant of a lien and security interest in all of Company's right, title and interest in such new Licenses and related License Rights shall not violate and/or be invalid under the provisions of the applicable License and/or all consents of the applicable grantor/licensor required under the terms and provision of the applicable new License have been obtained, then all of such new Licenses and related License Rights shall be deemed part of the "Assets" hereunder and the provisions of this Agreement, including the grant of a lien and security interest in such new Assets, shall automatically apply thereto. Company covenants and agrees that the provisions of the third sentence of paragraph (a) immediately above shall apply to all such future acquired Licenses and License Rights.

8. If and while an Event of Default has occurred and is continuing under the Credit Agreement, Company hereby covenants and agrees that Secured Party, as the holder of a security interest under the Code may take such actions permitted under the Credit Agreement and the other Credit Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. During such time as an Event of Default shall have occurred and be continuing, Company hereby authorizes and empowers Secured Party, its successors and assigns, and any officer or agent of Secured Party as Secured Party may select, in its exclusive discretion, as Company's true and lawful attorney-in-fact, with the power to endorse Company's name on all applications, assignments, documents, papers and instruments necessary for Secured Party to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as Exhibit 1 or a patent assignment in the form attached hereto as Exhibit 2 (so long as, in the case of any Assets consisting of Licenses and/or License Rights, Company would have had the right to so grant a license/sublicense in the License or License Rights and/or the Secured Party would have the right to so assign, pledge, convey or otherwise transfer title in or dispose of such License and/or License Rights by virtue of its security interests therein). Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the term of this Agreement, the Credit Agreement and the other Credit Documents, and until all Obligations are indefeasibly paid and satisfied in full and the Revolving Credit Commitment under the Credit Agreement are terminated. During such time as an Event of Default shall have occurred and be continuing, Company shall be deemed to have granted a non-exclusive license/sublicense to Secured Party to use the Assets in the exercise by Secured Party of its rights as a secured creditor (provided that, in the case of any Assets consisting of Licenses and/or License Rights, Company would have had the right to so grant a license/sublicense in the License or License Rights) with respect to Company's tangible property and the use by Secured Party of all Assets pursuant to such deemed license shall be

without any liability for royalties or other related charges from Secured Party to Company.

9. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Credit Agreement and may not be modified without the written consent of the parties hereto.

10. All rights and remedies herein granted to Secured Party shall be in addition to any rights and remedies granted under the Credit Documents. In the event of an inconsistency between this Agreement and the Credit Agreement, the language of the Credit Agreement shall control.

11. Upon Company's performance of all of the obligations under the Credit Documents and full and unconditional satisfaction of all Obligations and the termination of the Credit Agreement and the Revolving Credit Commitments under the Credit Agreement, the liens and security interests in the Assets provided for in this Agreement shall automatically terminate and Secured Party shall, upon the request and at the expense of Company, execute and deliver to Company all documents reasonably necessary to record or register the termination of Secured Party's security interest in the Assets.

12. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of this or any other documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, or defending, protecting or enforcing Secured Party's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Company on demand by Secured Party and until so paid shall be added to the principal amount of Obligations and shall bear interest at the otherwise applicable rate of interest prescribed in the Credit Agreement for Prime Rate Loans.

13. Subject to the terms of the Credit Agreement, Company shall have the duty to prosecute diligently any trademark or patent application with respect to the Assets pending as of the date of this Agreement or thereafter, until all Obligations shall have been indefeasibly paid and satisfied in full and the Revolving Credit Commitment under the Credit Agreement is terminated, to preserve and maintain all rights in the Assets, and upon request of Secured Party, Company shall make federal application on registrable but unregistered patents, trademarks, or copyrights belonging to Company. Any expenses incurred in connection with such applications shall be borne by Company. Company shall not abandon any Patent, Trademark or Copyright except as otherwise permitted under the Credit Agreement.

14. Company shall have the right to bring suit in its own name to enforce the Assets, in which event Secured Party may, if Company reasonably deems it necessary, be joined as a nominal party to such suit if Secured Party shall have been satisfied, in its sole discretion, that Secured Party is not thereby incurring any risk of liability because of such joinder. Company shall promptly, upon demand, reimburse and indemnify Secured Party for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Secured Party in the fulfillment of the provisions of this paragraph.

15. After the occurrence and during the continuance of an Event of Default under the Credit Agreement, Secured Party may, without any obligation to do so, complete any obligation of

Company hereunder, in Company's name or in Secured Party's name, but at Company's expense, and Company hereby agrees to reimburse Secured Party in full for all costs and expenses, including reasonable attorneys' fees, incurred by Secured Party in protecting, defending and maintaining the Assets.

16. No course of dealing among Borrowers and Secured Party nor 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, and all of Secured Party's rights and remedies with respect to the Assets, whether established hereby or by the Credit Agreement or the other Credit Documents, or by any other future agreements between Borrowers and Secured Party or by law, shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

18. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

19. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL MATTERS ARISING HEREUNDER OR RELATED HERETO (WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW JERSEY WITHOUT REGARD TO ITS OTHERWISE APPLICABLE CONFLICTS OF LAWS RULES.

20. Any legal action or proceeding with respect to this Agreement shall be brought in the courts of the State of New Jersey in Mercer County or of the United States for the District of New Jersey, and, by execution and delivery of this Agreement, Company hereby irrevocably accepts for itself and in respect of its property, generally and unconditionally, the nonexclusive jurisdiction of such courts. Company further irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the methods and in the manner provided for pursuant to Section 14.5 of the Credit Agreement for the giving of notices, such service to become effective upon receipt. Company hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement brought in the courts referred to above and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum. Nothing herein shall affect the right of Secured Party to serve process in any other manner permitted by law or to commence legal proceedings or to otherwise proceed against Company in any other jurisdiction.

21. The provisions of Section 14.4 of the Credit Agreement regarding arbitration are incorporated herein as if set forth fully in this Agreement.

22. TO THE EXTENT ANY DISPUTE IS NOT SUBJECT TO ARBITRATION, AND ALSO TO THE EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND SECURED PARTY EACH HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR

PROCEEDING ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTIONS RELATED HERETO.


23. Any notices delivered by any party to the other under or in connection with this Agreement shall be given in the manner and by the methods and shall be deemed to have been received as set forth in Section 14.5 of the Credit Agreement.

24. This Agreement may be executed in multiple counterparts, each of which, when so executed and delivered, shall be an original but all such counterparts shall together constitute one fully completed fully executed document. Signatures by facsimile shall bind the parties hereto

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Patents, Trademarks, Licenses and Copyrights Security Agreement the day and year first above written.

THE STRONGWATER GROUP LLC

By: 
Name: Bruce Strongwater
Title: Chairman

Approved and Accepted:
WACHOVIA BANK, NATIONAL ASSOCIATION

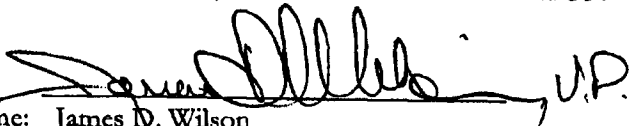
By: _____
Name: James D. Wilson
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have executed this Patents, Trademarks, Licenses and Copyrights Security Agreement the day and year first above written.

THE STRONGWATER GROUP LLC

By: _____
Name: Bruce Strongwater
Title: Chairman


Approved and Accepted:
WACHOVIA BANK, NATIONAL ASSOCIATION

By:  V.P.
Name: James D. Wilson
Title: Vice President

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
COMMONWEALTH OF PENNSYLVANIA : SS
COUNTY OF PHILADELPHIA :

On this 14th of September, 2004, before me personally appeared Bruce Strongwater, to me known and being duly sworn, deposes and says that s/he is the Chairman of The Strongwater Group LLC, the Company described in the foregoing Agreement; that s/he signed the Agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.



Notary Public


My Commission Expires:

**ROSEMARIE CUSINATO
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES OCT. 12, 2008**

CORPORATE ACKNOWLEDGMENT

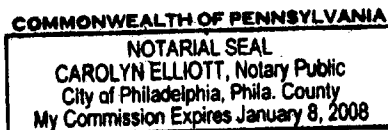
UNITED STATES OF AMERICA :
COMMONWEALTH OF PENNSYLVANIA : SS
COUNTY OF PHILADELPHIA :

On this 15 day of September, 2004, before me personally appeared James D. Wilson, to me known and being duly sworn, deposes and says that s/he is a Vice President of Wachovia Bank, National Association, the Secured Party described in the foregoing Agreement; that s/he signed the Agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.



Notary Public

My Commission Expires:



SCHEDULE A

U.S. Registered Assets

PATENTS

<u>Patent Description</u>	<u>U.S. Patent No.</u>	<u>Issue Date</u>
Fitted Crib Safety Sheet	6,226,815	5/8/01
Method to make mattress pads	5,391,418	2/21/95
Method to make mattress pads	5,658,642	8/19/97

PATENT APPLICATIONS

<u>Patent Application Description</u>	<u>U.S. Patent Application No.</u>	<u>Date Applied</u>
Waterproof bedding	Appl. No. 20040077243, Serial No. 272,731	10/17/02

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
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FREEDOM FIT (words only)	1,490,764	6/7/88
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TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
J. LAMB & FRIENDS (words only)	78/388,911	3/23/04

Foreign Registered Assets

PATENTS

<u>Patent Description</u>	<u>Jurisdiction of Registration/ Patent No.</u>	<u>Issue Date</u>
N/A	N/A	N/A

PATENT APPLICATIONS

<u>Patent Application Description</u>	<u>Jurisdiction/Application No.</u>	<u>Date Applied</u>
N/A	N/A	N/A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>Jurisdiction/Registration No.</u>	<u>Date Registered</u>
GERI-CARE	Benelux / 386,939	11/9/92*
GERI-CARE	Denmark / 04796/1992	6/5/92
GERI-CARE	Norway / 149418	2/27/92*
GERI-CARE	Portugal / 262120	8/28/92
GERI-CARE	Sweden / 228,030	11/22/91*
GERI-CARE	Switzerland / 378528	12/29/89
GERI-CARE	Austria / 130880	5/15/90*
GERI-CARE	France / 182,722	1/24/90*
GERI-CARE	Germany / 1184281	1/3/90*
GERI-CARE	Greece / 98006	3/12/90*
GERI-CARE	Italy / 00590678	1/26/90*
FREEDOM FIT	Canada / 367446	4/6/90
FREEDOM FIT	Italy / 510179	4/9/87*
GERI-CARE OF BLESSING CORP	Germany / 1 184 281	*

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>Jurisdiction/Application No.</u>	<u>Date Applied</u>
N/A	N/A	N/A

SCHEDULE B

Licenses and License Rights

J. Lamb, Inc. granted oral license by Narcote LLC (supplier) for the use of the name *Allersoft*®

* The current status of this mark is unavailable at the time of grant of security interest grant to Secured Party and the Company makes no representation or warranty with respect to the registered or pending status of such mark in such jurisdiction and makes no covenant to maintain or prosecute such marks given the current unknown status of such mark's registration status.

EXHIBIT 1

PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS ASSIGNMENT
(Trademarks)

WHEREAS, The Strongwater Group LLC, a New Jersey limited liability company ("Grantor") is the registered owner of the United States trademarks, service marks, trade names, service mark applications and trademark applications listed on Schedule A attached hereto and made a part hereof ("Assets"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ ("Grantee"), having a place of business at _____, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks, Licenses and Copyrights Assignment to be executed as of the ___ day of _____, 200__.

By: _____
Attorney-in-fact

Witness:

EXHIBIT 1

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : S.S.
COUNTY OF :

On this ____ day of _____, 200__, before me, a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of The Strongwater Group LLC, and s/he acknowledged to me that s/he executed the foregoing Patents, Trademarks, Licenses, and Copyrights Assignment as such attorney-in-fact on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

EXHIBIT 2

PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS ASSIGNMENT

(Patents)

WHEREAS, The Strongwater Group LLC, a New Jersey limited liability company ("Grantor") is the registered owner of the United States patents, patent rights, and patent applications listed on **Schedule A** attached hereto and made a part hereof ("Assets"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ ("Grantee"), having a place of business at _____, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks, Licenses and Copyrights Assignment to be executed as of the ____ day of _____, 200__.

By: _____

Attorney-in-fact

Witness:

EXHIBIT 2

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : S.S.
COUNTY OF :

On this ___ day of _____, 200__, before me, a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of The Strongwater Group LLC, and s/he acknowledged to me that s/he executed the foregoing Patents, Trademarks, Licenses, and Copyrights Assignment as such attorney-in-fact on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

POWER OF ATTORNEY

THE STRONGWATER GROUP LLC, a New Jersey limited liability company ("Grantor"), hereby authorizes Wachovia Bank, National Association, its successors and assigns, and any officer, employee, attorney or agent thereof (collectively, the "Grantee") as Grantor's true and lawful attorney-in-fact, with the power, exercisable after the occurrence and during the continuance of an "Event of Default" under the Credit Agreement referred to below, to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under that certain Patents, Trademarks, Copyrights and Licenses Security Agreement between Grantor and Grantee dated the date hereof (as it may hereafter be from time to time modified, amended, extended, restated, supplemented or replaced, the "Agreement"), including, without limitation, the power to use the Assets (as defined in the Agreement), to grant or issue any exclusive or nonexclusive license under the Assets to anyone else, or to assign, pledge, convey or otherwise, sell transfer title in or dispose of the Assets, in each case subject to the terms of the Agreement.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of that certain Loan and Security Agreement dated as of September 14th, 2004 by and among Grantor, those financial institutions now or hereafter identified as Lenders thereunder and Grantee, acting as agent for the benefit of the Lenders, as it may hereafter be from time to time modified, amended, extended, restated, supplemented or replaced (the "Credit Agreement").

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Agreement.

This Power of Attorney shall be irrevocable for the life of the Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, on this 14th day of September, 2004.


THE STRONGWATER GROUP LLC

By: 
Name: Bruce Strongwater
Title: Chairman

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
COMMONWEALTH OF PENNSYLVANIA : SS
COUNTY OF PHILADELPHIA :

On this 14th of September, 2004, before me personally appeared Bruce Strongwater, to me known and being duly sworn, deposes and says that s/he is Chairman of The Strongwater Group LLC, the Grantor described in the foregoing Power of Attorney; that s/he signed the Power of Attorney thereto as such officer pursuant to the authority vested in her/him by law; that the within Power of Attorney is the voluntary act of such corporation; and s/he desires the same to be recorded as such.


Notary Public
ROSEMARIE CUSINATO
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES OCT. 12, 2008
My Commission Expires:

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