

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Beach Patrol, Inc.		12/06/2006	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sunsets, Inc.		
<b>Street Address:</b>	2530 Skypark Drive		
<b>City:</b>	Torrence		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90505		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1620059	SWIM SYSTEMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(818)501-3618		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	mhicks@ebg-law.com		
<b>Correspondent Name:</b>	Michael W. Hicks		
<b>Address Line 1:</b>	16830 Ventura Blvd., Suite 310		
<b>Address Line 4:</b>	Encino, CALIFORNIA 91436		
<b>NAME OF SUBMITTER:</b>	Michael W. Hicks		
<b>Signature:</b>	/Michael W. Hicks/		
<b>Date:</b>	12/11/2006		

**Total Attachments: 3**  
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OP \$40.00 1620059



## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT effective as of July 1, 2006, is entered into between The CIT Group/Commercial Services, Inc., a corporation existing and organized under the laws of the State of Delaware, in its sole and limited capacity as a Secured Creditor, whose address is 300 South Grand Ave., 3<sup>rd</sup> Floor, Los Angeles, CA 90071 (hereinafter "CIT"), and Sunsets, Inc., a corporation existing and organized under the laws of the State of California, whose address is 2530 Skypark Dr., Torrance, CA 90505 (hereinafter "Sunsets").

WHEREAS, Beach Patrol, Inc., a California corporation, whose address is 1165 East 230<sup>th</sup> St., Carson, California 90745 ("Debtor"), adopted and used the mark SWIM SYSTEMS (the "Trademark") and obtained a trademark registration of the same from the United States Patent and Trademark Office (the "Registration"), as identified in Schedule A hereto;

WHEREAS, CIT has a first-priority perfected security interest in the Trademark and Registration, and that portion of the business associated with, and the goodwill of the business symbolized by, the Trademark and Registration;

WHEREAS, the Debtor has defaulted under its agreements with CIT;

WHEREAS, CIT has the right, under its agreements with the Debtor and under applicable provisions of the Uniform Commercial Code, to exercise post-default remedies against the Debtor and to foreclose upon and sell the Trademark and Registration, and that portion of the business associated with, and the goodwill of the business symbolized by, the Trademark and Registration; and

WHEREAS, Sunsets is desirous of obtaining all right, title and interest in and to said Trademark and Registration from CIT;

WHEREAS, CIT has elected to exercise its post-default remedies against the Debtor and to convey to Sunsets all rights of the Debtor in the Trademark and Registration, and that portion of the business associated with, and the goodwill of the business symbolized by, the Trademark and Registration, on the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

CIT hereby conveys, assigns and transfers unto Sunsets, and Sunsets hereby acquires from CIT, the entire right, title and interest of the Debtor in and to the Trademark and the Registration, together with that portion of the business associated with, and the goodwill of the business symbolized by, the Trademark and Registration. In accordance with Section 9617 of the California Uniform Commercial Code, this transfer discharges the security interest of CIT in the foregoing and any subordinate security interest or lien in the foregoing.

Upon Sunsets' request, CIT will execute and deliver all further instruments of conveyance, assignment and transfer and take all other action that may be reasonably required to more effectively convey and transfer the Trademark and the Registration to Sunsets, including but not limited to any and all documents which may be required by the United States Trademark Office to perfect the conveyance, assignment and transfer of the Trademark and Registration to Sunsets.

This Trademark Assignment Agreement is being executed and delivered pursuant to that certain UCC Foreclosure Sale Agreement of even date between CIT and Sunsets ("Sale Agreement"), and this Agreement is subject to all of the terms and provisions of the Sale Agreement. Nothing herein is intended to alter or modify the Sale Agreement, and in the event of any conflict between any provision of this Agreement and the Sale Agreement, the provisions of the Sale Agreement shall prevail.

This Trademark Assignment Agreement shall inure to the benefit of Sunsets and its successors and assigns and shall be binding upon CIT and its successors and assigns. If any provision hereof shall be finally determined to be invalid or unenforceable, such provision shall be deemed to be stricken from this Assignment and the remainder hereof shall remain in full force and effect.

ASSIGNOR:  
The CIT Group/Commercial Services, Inc.

ASSIGNEE:  
Sunsets, Inc.

By: Roy Saltzman  
Name: Roy Saltzman  
Title: V.P.  
Date: 12/14/06

By: [Signature]  
Name: GREG STAGG  
Title: VP  
Date: 12/16/06

**SCHEDULE A**

**MARK**

**REGISTRATION NUMBER**

SWIM SYSTEMS

1,620,059