

01-24-2007

01-10-2007



Doc Code

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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.

fe 1-24-07 1-9-07

1. Name of conveying party(ies):
SUN PROTECTION FACTORY, INC,
P.O. BOX 986
DAYTONA BEACH, FL 32117

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: FLORIDA
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
Additional names, addresses, or citizenship attached? No

Name: TROPICAL SEAS, INC
Internal Address: P.O. Box 730539
Street Address: _____
City: ORMOND BEACH
State: FL
Country: U.S.A Zip: 32173-0539

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

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)

3. Nature of conveyance / Execution Date(s):
Execution Date(s): JANUARY 4, 2007

Assignment Merger
 Security Agreement Change of Name
 Other _____

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

A. Trademark Application No.(s) _____
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):

5. Name & address of party to whom correspondence concerning document should be mailed:
Name: DAN or Debbie Knorr
Internal Address: P.O. Box 730539
Street Address: _____
City: ORMOND BEACH
State: FL Zip: 32173
Phone Number: 386-677-6161
Fax Number: 386-677-6171
Email Address: sales@tropicalseas.com

6. Total number of applications and registrations involved: _____

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

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: Daniel W. Knorr
Signature
DANIEL W. KNORR President
Name of Person Signing

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

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01 FC:8521
02 FC:8522

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RECEIVED
2007 JAN 24
ASSIGNMENTS DIV
1-4-2007
Total number of pages including cover sheet, attachments, and document: 2
Refund Ref: 01/10/2007
CHECK Refund Total: \$5.00

Trademark Assignments from Sun Protection Factory , Inc. TO Tropical Seas, Inc.

Reg # 1,599,114	Burn Cooler
Reg # 2,144,760	Bimini Bronze
Reg # 1,537,874	SunShadow
Reg# 1,759,419	Solar Repair

W:HTrademark assignments

ASSET PURCHASE AGREEMENT

I. PARTIES

THIS ASSET PURCHASE AGREEMENT ("Agreement") is made on this 4th day of January 2007, between **Sun Protection Factory, Inc.**, a for-profit corporation organized and existing under the laws of the State of Florida with its principal office located at 346 Flomich St. Holly Hill, FL 32117 ("Seller"), and **Tropical Seas, Inc.**, a for-profit corporation organized and existing under the laws of the State of Florida with its principal office located at 346 Flomich St. Holly Hill, FL 32117 ("Buyer"). In consideration of the mutual covenants of the parties, Seller and Buyer agree:

II. SALE AND PURCHASE

1. Sun Protection Assets

Seller shall sell, assign, and deliver to Buyer and Buyer shall purchase and accept, on the closing date, all the following assets ("Assets") including any and all rights thereto:

- a. Burn Cooler Trademark Reg #1,599,114
- b. Bimini Bronze Trademark Reg# 2,144,760
- c. SunShadow Trademark Reg # 1,537,874
- d. Solar Repair Trademark Reg# 1,759,419

2. Consideration

In consideration of the sale of Assets under this agreement and of all other things done and agreed to be done by Seller, for services rendered by Buyer to Seller. Said Consideration shall be paid at closing.

III. REPRESENTATIONS OF SELLER

Seller represents, warrants, and agrees:

A. It is a corporation duly organized, existing, and in good standing under the Laws of Florida, and is authorized and entitled to carry on its business in Florida. The execution and the delivery of this agreement by Seller has been duly authorized by Dan Knorr who is the president, sole director and sole shareholder.

B. At closing (date enumerated hereinabove), Seller shall provide Buyer with all Federal and State Trademark Registration Certificates as well as execute any and all documents necessary to affect the transfers provided herein.

IV. NOTICES

Any notice to be given under this agreement shall be given in writing and delivered personally, by courier or by registered or certified mail, postage prepaid, to the parties addresses listed respectively hereinabove.

V. TITLES

The titles utilized in this agreement are merely for identification purposes only and shall have no force or effect otherwise.

VI. MODIFICATION

This agreement may only be modified or amended in a writing signed by both the parties.

VII. SEVERABILITY

If any provision of this agreement is rendered void or unenforceable by statute or a court of law, the remaining provisions shall remain in full force and effect notwithstanding said removed provision.

VIII. WAIVER OF JURY TRIAL

THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM, WHETHER IN CONTRACT OR TORT, AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT.

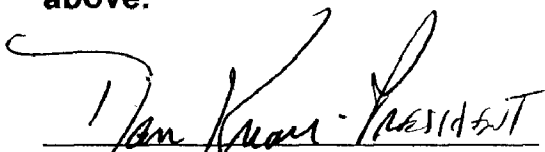
VIV. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

X. JURISDICTION AND VENUE

The parties acknowledge and agree that jurisdiction and venue shall be vested in the Seventh Judicial Circuit Court in and for Volusia County, Florida for any and all disputes and/or controversies arising out of this agreement and all other incorporated agreements.

IN WITNESS THEREOF the parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first set forth above.



Dan Knorr - President
Sun Protection Company
SELLER

1.4.07
Date



Debbie Knorr - Vice President
Tropical Seas Inc.
BUYER

1.4.07
Date