

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GMAC Commercial Finance LLC		10/22/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Interbath, Inc.
Street Address:	665 N. Baldwin Park Boulevard
City:	City of Industry
State/Country:	CALIFORNIA
Postal Code:	91746-1491
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3227139	RAINMAKER
Registration Number:	2956922	DISCOVER THE ART OF THE SHOWER
Registration Number:	2954722	DISCOVER
Registration Number:	1808424	SAVE WATER AND LOVE YOUR SHOWER, TOO
Registration Number:	1426469	ONDINE
Registration Number:	1413247	GREAT VIBRATIONS
Registration Number:	1413243	INTERBATH
Registration Number:	2119166	ADLON

CORRESPONDENCE DATA

Fax Number: (303)629-3450
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (303) 629-3400
 Email: reichel.nicole@dorsey.com
 Correspondent Name: Lisa A. Osman

CH \$215.00 3227139

Address Line 1: 370 Seventeenth Street, Suite 4700
Address Line 4: Denver, COLORADO 80202-5647

ATTORNEY DOCKET NUMBER:	M9969US~456902-644
NAME OF SUBMITTER:	Lisa A. Osman
Signature:	/LAO 3463/
Date:	12/12/2007

Total Attachments: 8
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1 DAVID L. RAY
2 State Court Receiver
3 12121 Wilshire Boulevard
4 Suite 600
5 Los Angeles, California 90025-1166
6 (310) 481-6700 – Fax: (310) 481-6720

ORIGINAL FILED
OCT 22 2007
LOS ANGELES
SUPERIOR COURT

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

11 GMAC COMMERCIAL FINANCE LLC, a
12 Delaware limited liability company,

13 Plaintiff,

14 v.

15 INTERBATH, INC., a California corporation;
16 IAN ZIEGER, an individual, and DOES 1
17 through 20, inclusive,

18 Defendants.

Case No. BC 364620

[Hon. David Yaffe]

ORDER CONFIRMING SALE OF
PERSONAL PROPERTY

Date: October 22, 2007
Time: 8:30 a.m.
Dept.: 86

19 On October 22, 2007, at 8:30 a.m., in Department 86 of the above-entitled court, a hearing
20 was held on the ex parte application brought by David L. Ray (“Receiver”), State Court Receiver
21 appointed in this action as receiver of the business of Interbath, Inc. (“Interbath”), entitled
22 “Receiver’s Ex Parte Application for Order Confirming Sale of Personal Property; Declaration of
23 David L. Ray in Support Thereof” (the “Application”). The Receiver appeared on his own behalf.
24 All other appearances as noted in the Court’s records.

25 The Application having been filed with the Court and notice having been properly provided
26 to all parties and interested persons; notice of sale having been properly provided in accordance with
27 California Code of Civil Procedure (“CCP”) Section 568.5 and in substantial compliance with the
28 order issued by this Court dated August 14, 2007 (the “August 14 Order”), which is attached hereto

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Los Angeles, California 90025-1166

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1 as Exhibit "A"; the Receiver having conducted an overbidding procedure at the time of sale in
2 substantial compliance with the August 14 Order; the Court having read and considered the
3 Receiver's Application including the Purchase and Sale Agreement attached as Exhibit "B" to the
4 Application (the "Agreement"); having listened to any and all arguments made at the time of the
5 hearing and having reviewed all evidence on file with the Court; and good cause appearing therefor,

6 IT IS HEREBY ORDERED, ADJUDGED and DECREED that:

7 1. The Receiver's Application is approved.

8 2. The Receiver is authorized and directed to sell the personal property of Interbath
9 consisting of all Interbath's remaining intellectual property rights as described in the Agreement (the
10 "Property"), to Water Pik, Inc. or its assignee (the "Buyer"), the highest bidder for the Property.

11 3. The purchase price for the Property shall be \$1,226,665.00 (the "Purchase Price"),
12 with the sale under the terms and conditions set forth in the Receiver's Application and in the
13 Agreement and pursuant to the provisions set forth in the August 14 Order. The Purchase Price
14 constitutes the highest and best offer for the Property after overbidding and represents a fair and
15 reasonable offer to purchase the Property under the circumstances. The sale of the Property to the
16 Buyer shall close as provided in the Agreement. The sale of the Property to the Buyer is on an "as
17 is, where is" basis with no warranties or representations whatsoever as to the Property.

18 4. The sale and transfer of the Property to the Buyer is or will be as of the Closing Date
19 (as provided in the Agreement) a legal, valid and effective transfer of such Property, and vests or
20 will vest the Buyer will all right, title and interest in and to the Property free and clear of all Liens,
21 Claims and Interests (as defined below).

22 5. The Receiver is authorized to transfer the Property to the Buyer on the Closing Date.
23 The Property shall be transferred to the Buyer free and clear of all liens, claims and encumbrances in
24 and to the Property and neither the Buyer nor any of its affiliates shall assume, and shall not be
25 deemed to have assumed or be obligated to pay, perform or otherwise discharge any and all claims
26 or obligations arising out of or relating in any way to the Property and use thereof prior to the
27 Closing Date, regardless of whether such claims or obligations are to arise before or after the
28 Closing Date (collectively referred to herein as "Liens, Claims and Interests or individually as "Lien,

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1 Claim or Interest", as the case may be). The Buyer shall have no liability or responsibility for any
2 Lien, Claim or Interest against, in or to the Property arising, accruing or relating to a period prior to
3 the Closing Date.

4 6. The terms and provisions of this Order shall be binding in all respects upon the
5 Buyer, the Receiver, Interbath, all creditors and shareholders of Interbath, all interested parties, and
6 their respective successors and assigns, including, but not limited to, all parties asserting any interest
7 in the Property.

8 7. The Receiver is authorized and instructed to execute any and all documents and/or
9 instruments, including those documents and instruments as provided in the Agreement, and to do all
10 their acts necessary to effect the sale and transfer of the Property to the Buyer, all without the
11 necessity of returning to this Court for further instructions.

12 8. The Receiver is authorized and directed to distribute the sale proceeds as provided for
13 in the August 14 Order.

14 9. The Receiver, as the agent of the Court, shall not be personally liable for his
15 performance of any act directed by this Order or the Agreement, express or implied.

16 10. The Court reserves jurisdiction over all issues that may arise relating to the subject
17 sale. *All issues between the receiver and the buyer.*

18 11. The Court finds that the Receiver's actions, in connection with the Property, are
19 hereby ratified, confirmed and approved as being right and proper and in the best interests of the
20 receivership estate.

21
22 Dated: October 27, 2007

DAVID P. YAFFE

HONORABLE DAVID YAFFE
Judge of the Superior Court

EXHIBIT A

1 DAVID L. RAY
2 State Court Receiver
3 12121 Wilshire Boulevard
4 Suite 600
5 Los Angeles, California 90025-1166
6 (310) 481-6700 – Fax: (310) 481-6720

ORIGINAL FILED

AUG 14 2007

LOS ANGELES
SUPERIOR COURT

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

11 GMAC COMMERCIAL FINANCE LLC, a
12 Delaware limited liability company,

13 Plaintiff,

14 v.

15 INTERBATH, INC., a California corporation;
16 IAN ZIEGER, an individual, and DOES 1
17 through 20, inclusive,

18 Defendants.

Case No. BC 364620

[Hon. David Yaffe]

~~PROPOSED~~ ORDER AUTHORIZING *ca*
SALE OF PERSONAL PROPERTY

Date: August 14, 2007
Time: 9:30 a.m.
Dept.: 86

19 On August 6, 2007, at 9:30 a.m., and thereafter on August 14, 2007 at 9:30 a.m., in
20 Department 86 of the above-entitled court, a hearing was held on the petition brought by David L.
21 Ray ("Receiver"), State Court Receiver appointed in this action as receiver of the business of
22 Interbath, Inc. ("Interbath"), entitled "Receiver's Notice of and Petition for Instructions for an Order
23 Approving and Authorizing Sale of Personal Property at a Public Sale Free and Clear of Liens;
24 Memorandum of Points and Authorities in Support Thereof; Declaration of David L. Ray" (the
25 "Petition"). The Receiver appeared on his own behalf. All other appearances as noted in the
26 Court's records.

27 The Petition, having been filed with the Court and proper notice having been served on all
28 parties and interested persons; the Court having read and considered the Receiver's Petition and all

EXHIBIT A PAGE 4

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1 supporting declarations and documents; having read and considered any and all other papers filed
2 concerning the Petition; having listened to any and all arguments made at the time of hearing and
3 having reviewed all evidence on file with the Court; and good cause appearing therefor,

4 IT IS HEREBY ORDERED, ADJUDGED and DECREED that:

5 1. The Receiver's Petition is approved.

6 2. The Receiver is authorized and directed to sell the personal property identified in the
7 Petition consisting of all of Interbath's remaining intellectual property rights, which consist of
8 several lots of intellectual property rights (the "Property"), through an out of court public sale to be
9 conducted by the Receiver (the "Sale"). The Receiver is authorized at his discretion to sell the
10 Property either in whole or in part, whichever produces the highest and best price. The Sale shall be
11 in compliance with CCP Section 568.5 and the Receiver is authorized to bring an ex parte
12 application before the Court to obtain confirmation of the Sale to the successful bidder or bidders.

13 3. The Sale of the Property by the Receiver shall be and hereby is, free and clear of all
14 liens and encumbrances, including that held by GMAC Commercial Finance LLC ("GMAC CF"),
15 subject to the approval by GMAC CF of the price, terms, and conditions of the Sale.

16 4. Upon confirmation of the Sale by the Court, the Receiver is authorized and directed
17 to distribute the sale proceeds as follows:

18 (a) To pay from the gross sale proceeds, all reasonable administrative costs
19 incurred by the estate in the Sale, including any broker's costs and expenses approved by GMAC
20 CF, including any incentive compensation to certain employees of Interbath concerning the Sale of
21 the Property, approved by GMAC CF, and including the Receiver's hourly fees and costs incurred in
22 the Sale; and

23 (b) To thereafter turn over the balance of the sale proceeds to GMAC CF, which
24 funds will be used to reduce GMAC CF's outstanding obligation owed by Interbath, *if said*
25 */// proceeds exceed the outstanding obligation to GMAC*
26 */// CF, the excess is to be held by the receiver in*
27 */// the receivership estate.*

28 EXHIBIT A PAGE 5

1 ~~5. The Court finds that the Receiver's actions, in connection with seeking the authority~~
2 ~~to sell the Property, are hereby ratified, confirmed and approved as being right and proper and in the~~
3 ~~best interests of the Receivership Estate.~~

4
5 Dated: August 14, 2007

DAVID P. YAFFE
HONORABLE DAVID YAFFE
Judge of the Superior Court

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EXHIBIT A PAGE 6

EXHIBIT 1
(TRADEMARK AND SERVICE MARK ASSIGNMENT)

United States Trademark Registrations:

	Mark	Serial Number	Registration No.
1	RAINMAKER	78769489	3227139
2	DISCOVER THE ART OF THE SHOWER	78256512	2956922
3	DISCOVER	78256505	2954722
4	ADLON	75131693	2119166
5	SAVE WATER AND LOVE YOUR SHOWER, TOO	74180287	1808424
6	ONDINE	73585495	1426469
7	GREAT VIBRATIONS	73585493	1413247
8	INTERBATH	73584187	1413243