

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Interbath, Inc.		10/29/2007	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Water Pik, Inc.
Street Address:	1730 East Prospect Road
City:	Fort Collins
State/Country:	COLORADO
Postal Code:	80553-0001
Entity Type:	CORPORATION: DELAWARE

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
 Address Line 1: 370 Seventeenth Street, Suite 4700

CH \$215.00 3227139

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: 4
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TRADEMARK AND SERVICE MARK ASSIGNMENT

This Trademark Assignment effective as of October 29, 2007, is made by INTERBATH, INC., a California corporation ("Assignor"), for the benefit of WATER PIK, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee have executed that certain Purchase and Sale Agreement dated October 17, 2007 (the "Purchase Agreement"); and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor desires to assign and Assignee desires to receive all of Assignor's right, title and interest in and to all of the trademarks, service marks, trade names, trademark registrations, service mark registrations, trademark applications, and service mark applications of Assignor, including but not limited to those described in Exhibit 1 hereto (collectively, the "Marks"), together with the goodwill associated therewith.

NOW THEREFORE, for the consideration set forth in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers, assigns and sets over unto Assignee, its successors and assigns, all of Assignor's entire worldwide right, title and interest in and to the Marks, together with the goodwill associated therewith, all common law rights related to the Marks, all rights of registration, renewal and extension, and the right to sue and recover for damages and profits for past, present and future infringements thereof.

Notwithstanding the foregoing, Assignee acknowledges and agrees that the Marks transferred hereunder do not include any of the rights or interests owned by Interbath Australia Pty. Ltd., an Australia corporation.

Assignor agrees to execute and deliver at the request of Assignee all papers, instruments, and assignments, and to perform any other reasonable acts Assignee may request in order to vest all of Assignor's right, title, and interest in and to the Marks in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

In the event of a conflict between this assignment and the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN TESTIMONY WHEREOF, the undersigned Assignor and Assignee hereby execute this Assignment.

ASSIGNOR:
INTERBATH, INC.

ASSIGNEE:
WATER PIK, INC.

By: [Signature]
David L. Ray, State Court Receiver
over Interbath, Inc.

By: _____
Richard P. Bisson, President and Chief
Executive Officer

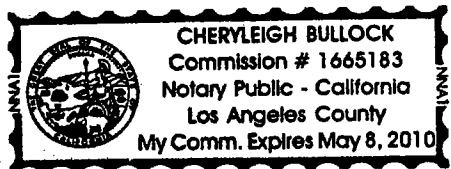
Date: October 29, 2007

Date: October 29, 2007

<p>Subscribed and sworn to before me this 29th day of October, 2007.</p> <p>_____ Notary Public</p>	<p>Subscribed and sworn to before me this 29th day of October, 2007.</p> <p>_____ Notary Public</p>
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SUBSCRIBED and SWORN to before me this 29th day of
OCTOBER, 2007, by [Signature]
DAVID L. RAY,
personally known to me or proved to me on the basis of satisfactory
evidence to be the person(s) who appeared before me.

[Signature]
Cheryleigh Bullock

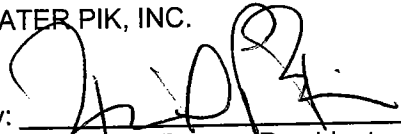


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By: _____
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My Commission Expires 08/22/2008

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