

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
Harris Trust and Savings Bank		02/28/2005	national banking association:

RECEIVING PARTY DATA

Name:	Cortz, Inc. d/b/a In the Swim
Street Address:	320 Industrial Drive
City:	West Chicago
State/Country:	ILLINOIS
Postal Code:	60185
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2225856	IN THE SWIM
Registration Number:	2185811	IN THE SWIM
Registration Number:	1639450	IN THE SWIM
Registration Number:	1636449	IN THE SWIM
Registration Number:	2420516	
Serial Number:	75588565	DR. POOL
Registration Number:	2416828	

CORRESPONDENCE DATA

Fax Number: (312)863-7865

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-201-3865

Email: sharon.patterson@goldbergkohn.com

Correspondent Name: Sharon Patterson

Address Line 1: c/o Goldberg Kohn, 55 E. Monroe St.

Address Line 2: Ste. 3300

OP \$190.00 2225856

900102756

TRADEMARK
REEL: 003748 FRAME: 0173

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

4975.153

NAME OF SUBMITTER:

Sharon Patterson

Signature:

/sharon patterson/

Date:

03/28/2008

Total Attachments: 3

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RELEASE OF SECURITY INTEREST

This RELEASE OF SECURITY INTEREST, dated and effective as of February 28, 2005, (the "Effective Date"), by Harris Trust and Savings Bank ("Harris"), grants a release of security interest to Cortz, Inc., d/b/a In the Swim ("ITS") as follows:

WHEREAS, ITS and Harris are parties to a Security Agreement, dated as of October 15, 2002, as amended, restated, or otherwise modified (the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement and a Trademark Collateral Agreement, also dated as of October 15, 2002, as amended, restated, or otherwise modified, (collectively, the "Assignment"), ITS collaterally assigned and pledged to Harris a continuing security interest in:

- (i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and
- (ii) Each trademark license listed on Schedule A hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and
- (iii) All proceeds of the foregoing, including without limitation any claim by the Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or of any trademark licensed under a trademark license listed on Schedule A or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

(collectively, the "Trademarks"), as recorded at Reel/Frame No. 2599/0491 with the United States Patent & Trademark Office on October 17, 2002; and

WHEREAS, pursuant to the Assignment, ITS fulfilled its obligations and commitments as of the Effective Date and Harris has agreed to release its security interest in, and assign to ITS any and all interest it may have in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. Harris hereby releases its continuing security interest in, assigns to ITS its entire right, title and interest, if any, in all Trademarks (which, for the avoidance of doubt, includes all goodwill associated with the Trademarks).

2. This RELEASE OF SECURITY INTEREST has been executed and delivered by Harris for the purpose of releasing, removing, or otherwise eliminating the Assignment in favor of Harris in the Trademarks that has been filed with the United States Patent and Trademark Office and, to the extent required, any other such offices in other countries of the world. All of ITS's obligations under the Assignment are thus terminated as of the Effective Date.

3. Harris has a continuing obligation to sign all agreements, documents, or otherwise, necessary to carry out this Agreement and the obligations herein.

4. This Agreement shall be binding upon Harris's legal representatives, successors and assigns.

HARRIS TRUST AND SAVINGS BANK

By: Gregory F. Tansky

Name: Gregory F. Tansky

Title: Associate

SCHEDULE A

U.S. TRADEMARKS

- (1) Design Only (Serial No. 75588566/ Reg. No. 2420516)
- (2) DR. POOL (Ser. No. 75588565)
- (3) Design Only (Serial No. 75588564/ Reg. No. 2416828)
- (4) IN THE SWIM (Reg. No. 2225856)
- (5) IN THE SWIM (Reg. No. 2185811)
- (6) IN THE SWIM (Reg. No. 1639450)
- (7) IN THE SWIM (Reg. No. 1636449)