

07/25/2011

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103629553



7-25-11

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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

1. Name of conveying party(ies):

JOHN S. COOPER

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

Citizenship (see guidelines) United States

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) February 25, 2009

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Swimways Corp.

Internal

Address: _____

Street Address: 5816 Ward Court

City: Virginia Beach

State: VA

Country: United States Zip: 23455

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Virginia
- 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)

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)

1. Reg. No. 2,976,196; 2. Reg. No. 2,599,488; and 3. Reg. No. 2,037,553

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

1. Reg. No. 2,976,196 is for COOP (word mark) in IC 28; 2. Reg. No. 2,599,488 is for GRIPTION (word mark) in IC 28; and 3. Reg. No. 2,037,553 is for WET GLOVE (word mark) in IC 28.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Pamela C. Gavin, Esq.; Angela T. Isabell, Esq.

Internal Address: _____

Street Address: Gavin Law Offices, PLC

2500 Gaskins Road, Suite B

City: Richmond

State: VA Zip: 23238

Phone Number: 804-784-4427

Fax Number: 804-784-4423

Email Address: pgavin@gavinlawoffices.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

07/25/2011 HTON11 00000014 2976196

01 FC:8521 40.00 OP
Deposit Account Number 50.00 OP

Authorized User Name _____

9. Signature:

Angela T. Isabell Esq.
Signature

7/22/2011
Date

Angela T. Isabell, Esq.
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 23

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

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ASSET PURCHASE AGREEMENT

BETWEEN

SWIMWAYS CORP.

AND

COOSPORT INTERNATIONAL, L.P.

Dated as of February 25, 2009

142305.5

2700.001

TRADEMARK
REEL: 004593 FRAME: 0298

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is made and entered into effective on the 25th day of February, 2009 (the "Effective Date") by and among Swimways Corp., a Virginia corporation ("Swimways"), Coopsport International, L.P., a Hawaii limited partnership ("Coop"), Coopsport Inc., a Hawaii corporation, Blue Water Sports, Inc., a Pennsylvania corporation, and John Scott Cooper and Peter M. Cooper, individual shareholders of Coopsport Inc. (collectively the "Shareholders").

RECITALS

- A. Swimways is a corporation organized and existing under the laws of the Commonwealth of Virginia in the United States.
- B. Coop is a limited partnership organized and existing under the laws of Hawaii.
- C. John Scott Cooper ("Scott Cooper") is the President of Coop and has authority to bind Coop to the transaction described in this Agreement. There are a total of two partners of Coop.
- D. Coop and Shareholders desire that Coop sell, and Swimways desires to purchase, certain selected assets of Coop used in the Business and all rights to continue the Acquired Products on the terms and conditions set forth in this Agreement.
- E. Swimways and Coop desire that Swimways and Scott Cooper enter into a consulting services agreement on the Effective Date in the form attached to this Agreement.

NOW, THEREFORE, in consideration of the terms, covenants, and agreements set forth in this Agreement, and for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. **RULES OF CONSTRUCTION AND DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meanings set forth below:

REDACTED

REDACTED

- 1.3. **Business** means all the business activities, product lines, and operations of Coop, including, but not limited to, its consumer products business including its water and sports products but not including its business activities, product lines and operations of its pet products business.

REDACTED

REDACTED

1.20. **Coop Assets** means all assets, rights, properties and business of every kind and description, whether tangible or intangible, real, personal or mixed, owned directly or indirectly by Coop and used in the Business as currently conducted or pertaining

to the Business or necessary to carry on the business and operations of the Business as currently conducted, including without limitation those assets set forth in Section 2.1 of this Agreement and the Schedules referenced, but excluding the Excluded Assets

REDACTED

2. **ASSETS.**

- 2.1. **Assets to be Sold to Swimways.** Pursuant to the terms and conditions of this Agreement, Coop and Scott Cooper (for those Coop Assets used in the Business that are owned personally by Scott Cooper) hereby sells, conveys, transfers, assigns and delivers to Swimways, and Swimways hereby purchases, acquires and accepts from Coop on the Effective Date the Coop Assets, including without limitation the following:

REDACTED

REDACTED

H. *Intellectual property.* All intellectual property rights of Coop relating to the Business, including:

- i. World-wide patents and patents pending, including improvements thereto, patent applications, patent disclosures and reissuances, continuations, continuations-in-part, revisions, extensions and reexaminations thereof;
- ii. products and related product technology designs and molds (wherever they may be located);
- iii. trademarks, copyrights, service marks, trade dress, logos, slogans, trade names, Internet domain names, all goodwill associated with the foregoing and all applications, registrations, and renewals in connection therewith;
- iv. trade secrets, know-how, copyrights, and other such intangible assets, and all goodwill associated therewith used in the Business;
- v. products in development as of the Effective Date for the 2010 product line; and
- vi. those additional items listed on Schedule 8 (collectively, "Intellectual Property");

REDACTED

REDACTED

- 2.4. **Further Assurances.** From time to time after the Effective Date, Coop will execute and deliver to Swimways such Documents of Conveyance, instruments of sale, transfer, conveyance, assignment and delivery, and such consents, and assurances and other instruments as may be reasonably requested by Swimways or its counsel in order to vest in Swimways all right, title and interest of Coop in and to the Coop Assets and otherwise in order to carry out the purpose and intent of this Agreement.

REDACTED

REDACTED

8. **REPRESENTATIONS AND WARRANTIES OF COOP AND SHAREHOLDERS.**
Coop and each of the Shareholders hereby represent and warrant to Swimways that, except as set forth on Schedule 18 attached to this Agreement:

REDACTED

REDACTED

8.12. **Intellectual Property.** Schedule 8 sets forth a true, complete and accurate list of all Intellectual Property.

- A. *Rights in intellectual property.* Except as set forth in Schedule 8, without payment of any license fee, royalty or similar charge, Coop owns the entire right, title and interest in and to the Intellectual Property and the trade secrets, know-how and technology used in the operation of the Business, and Coop has the exclusive right to use and license the same without infringement or violation of the rights of others, and any Intellectual Property registrations are valid and continuing.

REDACTED

REDACTED

- 8.20. **Coop Warranty of Accuracy of Representations and Facts.** No representation or warranty by Coop in this Agreement (including the Schedules attached hereto), nor any other certificate or document furnished by Coop, contains or will contain as of the date hereof any untrue statement of a fact, or omits as of the date hereof any fact necessary to make the statements contained herein or therein not misleading.

REDACTED

8.22. **Other Schedules.** Other schedules to this Agreement not specifically mentioned in this Section 8 are true, complete and accurate.

REDACTED

REDACTED

12. CLOSING DELIVERIES.

12.1. **Deliveries to Swimways.** Concurrently with the execution and delivery of this Agreement, Coop and the Shareholders will deliver to Swimways the following, any of which deliveries may be waived by Swimways in its sole discretion:

- A. *Trademark License Agreement.* A Trademark License Agreement in the form of Exhibit B attached to this Agreement, duly executed by Coop (the "License Agreement").

REDACTED

12.2 **Deliveries to Coop and Shareholders.** Concurrently with the execution and delivery of this Agreement, Swimways will deliver to Coop and the Shareholders the following, any of which deliveries may be waived by Coop and the Shareholders in their sole discretion:

REDACTED

REDACTED

- F. *Trademark License Agreement.* A Trademark License Agreement in the form of Exhibit B attached to this Agreement, duly executed by Swimways (the "License Agreement").

REDACTED

REDACTED

- 15.4. **Survival.** Each of the representations and warranties in this Agreement shall survive the Closing and the consummation of the transactions contemplated hereby. All other terms and provisions of this Agreement shall also survive the Closing and the consummation of the transactions contemplated by this Agreement.
- 15.5. **Entire Agreement.** This Agreement is the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings.

REDACTED

- 15.7. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and permitted assigns when executed by all parties. Nothing in this Agreement, express or implied, shall be construed to confer any rights or remedies upon any party other than the parties hereto and their respective successors and permitted assigns.

REDACTED

REDACTED

15.10. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Virginia (without giving effect to the conflict of laws provisions thereof).

REDACTED

15.13. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed by the parties in counterparts, each of which shall be deemed an original hereof, and all of which shall constitute one and the same Agreement.

REDACTED

[Signature Page to Follow]

MASTER SCHEDULE LIST

REDACTED

Schedule 8.

Intellectual Property

REDACTED

MASTER SCHEDULE LIST

REDACTED

Exhibit B

Trademark License Agreement


REDACTED

IN WITNESS WHEREOF, Swimways, Coop and Shareholders have duly executed and delivered this Agreement on this 25th day of February, 2009.

COOPSPORT INTERNATIONAL, L.P.

SWIMWAYS CORP

By: _____
John Scott Cooper
President

By: 
David A. Arias
President

SHAREHOLDER:
COOPSPORT INC.

SHAREHOLDER:
BLUE WATER SPORTS, INC.

By: _____
John Scott Cooper
President

By: _____
[Name]
[Title]

SHAREHOLDER:

SHAREHOLDER:

John Scott Cooper

Peter M. Cooper

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COOPSPORT INTERNATIONAL, L.P.

SWIMWAYS CORP

By: _____
John Scott Cooper
President

By: _____
David A. Arias
President

SHAREHOLDER:
COOPSPORT INC.

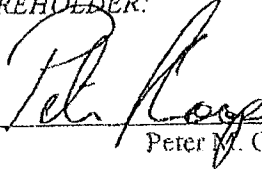
SHAREHOLDER:
BLUE WATER SPORTS, INC.

By: _____
John Scott Cooper
President

By: _____
[Name]
[Title]

SHAREHOLDER:

John Scott Cooper

SHAREHOLDER:

Peter M. Cooper

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COOPSPORT INTERNATIONAL, L.P.

SWIMWAYS CORP

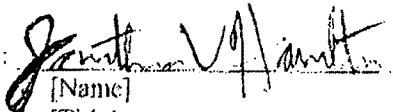
By: _____
John Scott Cooper
President

By: _____
David A. Arias
President

SHAREHOLDER:
COOPSPORT INC.

SHAREHOLDER:
BLUE WATER SPORTS, INC.

By: _____
John Scott Cooper
President

By:  _____
[Name]
[Title]

SHAREHOLDER:

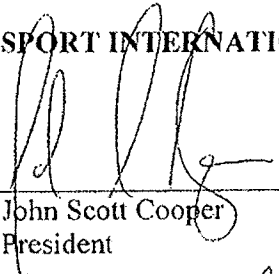
SHAREHOLDER:

John Scott Cooper

Peter M. Cooper

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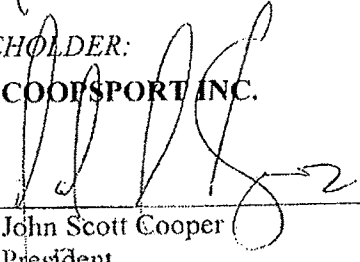
COOPSPORT INTERNATIONAL, L.P.

By: 

John Scott Cooper
President

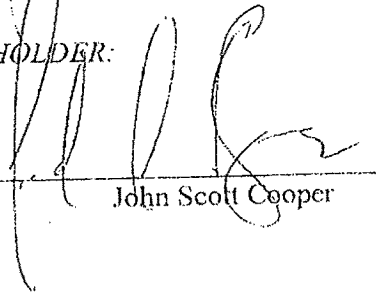
SHAREHOLDER:

COOPSPORT INC.

By: 

John Scott Cooper
President

SHAREHOLDER:



John Scott Cooper

SWIMWAYS CORP

By: _____
David A. Arias
President

SHAREHOLDER:

BLUE WATER SPORTS, INC.

By: _____
[Name]
[Title]

SHAREHOLDER:

Peter M. Cooper

SCHEDULE 8
Intellectual Property

Coop and/or the Shareholders own the following Intellectual Property in connection with the operation of the Business:

REDACTED

SCHEDULE 8
Intellectual Property (Continued)

Trademarks

U.S. Regis. #	2,037,553	Wet Glove
U.S. Regis. #	2,976,196	Coop
U.S. Regis. #	2,599,488	Gription

In addition, Coop owns or has the right to use all unregistered common law marks used in the Business.