

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jacuzzi, Inc.		10/31/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	JBD Inc.
Street Address:	12401 Interstate 30
City:	Little Rock
State/Country:	ARKANSAS
Postal Code:	72219
Entity Type:	CORPORATION: ARKANSAS

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Registration Number:	2048008	CYCLONE
Registration Number:	2287293	HURRICANE
Registration Number:	2363361	
Registration Number:	2222464	PUMP WORKS
Registration Number:	2398432	TYPHOON

CORRESPONDENCE DATA	
Fax Number:	(501)375-1309
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	501-377-0417
Email:	kperkins@roselawfirm.com
Correspondent Name:	Kathryn Bennett Perkins
Address Line 1:	120 East Fourth Street
Address Line 4:	Little Rock, ARKANSAS 72201

NAME OF SUBMITTER:	Kathryn Bennett Perkins
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Total Attachments: 8
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BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT, made effective as of 11:59 CST on October 31, 2003 by and among Jacuzzi Inc., a Delaware corporation ("U.S. Seller"), Jacuzzi Leisure Products Inc., an Ontario corporation ("Canadian Seller"; Canadian Seller and U.S. Seller being referred to herein individually as a "Seller" and collectively as the "Sellers"), and JBD Inc., an Arkansas corporation ("Buyer").

Reference is made to the Asset Purchase Agreement (the "Purchase Agreement") dated as of October 2, 2003, by and among the Sellers and the Buyer, which is incorporated herein by reference and shall control in the event of any conflict with this Agreement. Pursuant to the Purchase Agreement, Buyer has agreed to purchase, and Sellers have agreed to sell, upon the terms specified in the Purchase Agreement, all of Sellers' right, title and interest in and to substantially all of the assets and properties employed or held by (x) U.S. Seller in connection with the water systems business of its Jacuzzi Bros. division, which is based in Little Rock, AR (the "JB Water Systems Business"), and (y) Canadian Seller in connection with its water systems business, which is based in Toronto, Canada (the "JLP Water Systems Business"; together with the JB Water Systems Business, the "Businesses", and separately, "each Business", "either Business", "such Business" or the "applicable Business" as the context requires). Capitalized terms used and not otherwise defined herein shall have the respective meaning ascribed thereto in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Sale and Purchase. Each Seller does hereby sell, transfer, assign, convey, grant, release, deliver, vest and confirm unto Buyer, its successors and assigns, and Buyer hereby accepts the foregoing conveyance, sale, transfer, assignment and delivery of the entire right, title and interest of each Seller in the following assets used exclusively in the Businesses (collectively, the "Purchased Assets"):

(a) all the furnishings, furniture, office supplies, owned vehicles, tools, machinery and equipment, leasehold improvements and other fixed assets owned by either Seller and used exclusively in the Businesses (the "Equipment"), including, but not limited to, the assets listed in Schedule 1.1(c) to the Purchase Agreement;

(b) all accounts receivable of the Businesses in respect of sales to parties located in North America (the "North American Accounts Receivable"), including the accounts receivable of each Seller set forth on Schedule 1.1(d) to the Purchase Agreement;

(c) all inventory, including finished goods, raw materials and work-in-process used exclusively in the Businesses (the "Inventory");

(d) the contracts, agreements, leases, arrangements and/or commitments of the Businesses listed on Schedule 4.9 to the Purchase Agreement (the "Contracts");

(e) except for those assets specifically excluded pursuant to Section 2 below, all intangible assets used exclusively in the Businesses, including, without limitation, all trade or brand names, business names, trade marks, trade mark registrations and applications, service marks, service mark registrations and applications, copyrights, copyright registrations and applications, patents, patent registrations and applications and other patent rights (including any patents issued on such applications or rights), trade secrets, proprietary manufacturing information and know-how, equipment and parts lists and descriptions, instruction manuals, inventions, inventors' notes, research data, unpatented blue prints, property together with all rights under license, registered user agreements, technology transfer agreements and other agreements or instruments relating to any of the foregoing (collectively, "Intellectual Property"), including, without limitation, the trade marks, copyrights, patents, licenses and agreements described in Schedule 1.1(g) to the Purchase Agreement;

(f) except for those assets specifically excluded pursuant to Section 2 below, all transferable municipal, state, provincial and federal franchises, licenses, authorizations, permits and licenses of the Businesses;

(g) the prepaid expenses of the Businesses listed on Schedule 1.1(i) to the Purchase Agreement (the "Prepaid Expenses");

(h) all computer software and hardware (including software licenses, documentation and related objects and source codes) used exclusively in the Businesses;

(i) except for those assets specifically excluded pursuant to Section 2 below, all customer lists, files, data and information relating to customers of the Businesses as of the date hereof;

(j) except for those assets specifically excluded pursuant to Section 2 below, all supplier lists, files, data and information relating to suppliers to the Businesses as of the date hereof;

(k) except for those assets specifically excluded pursuant to Section 2 below, all other business and financial records, files, books and documents relating to the Businesses including without limitation, sales records, price lists and catalogues, sales literature, advertising material, manufacturing data, production records, employee manuals, personnel records, inventory records, supply records and correspondence files (together with, in the case of any such information ("Information") that is stored electronically, the media on which the same is stored other than where the conveyance of the Information would be prohibited pursuant to any applicable software license agreement);

(l) all goodwill of the Businesses together with the exclusive right to carry on the Businesses in succession to Sellers; and

(m) all other assets of the Sellers used exclusively in the Businesses and not excluded under Section 2.

2. Excluded Assets. Specifically excepted from the Purchased Assets sold and assigned to Buyer pursuant to Paragraph 1 of this Bill of Sale, Assignment and Assumption Agreement are the following (the "Excluded Assets"):

(a) all of the assets of either Seller (or their respective divisions or subsidiaries) held or employed in connection with any business other than the Businesses, including, but not limited to, the assets listed on Schedule 1.2(a) to the Purchase Agreement;

(b) to the extent that the following are not Prepaid Expenses, amounts owed to either Seller or claims by any Seller against third parties (other than the North American Accounts Receivable), including (i) all tax installments paid by either Seller (subject to Section 6.16 to the Purchase Agreement), and (ii) any right or claim to insurance proceeds, refunds of any deposits, prepayments, worker's compensation rebates, surpluses or credits or tax abatements for which any Seller may have a claim with respect to the Purchased Assets or Businesses, in either case attributable to the period prior to the date hereof;

(c) all right, title and interest of either Seller in and to the names "Jacuzzi", "Jacuzzi Bros.", "Jacuzzi Brands", "U.S. Industries", "The Most Trusted Name in Water" or derivations thereof, including all trademarks (registered or unregistered); trademark registrations, trademark registration applications, service marks (registered or unregistered), and trade names relating thereto and the goodwill associated therewith;

(d) the minute books, stock ledger records and related records of either Seller;

(e) any insurance policies held by either Seller and all recoveries or rights to the same thereunder;

(f) the pension plans of U.S. Seller and all assets thereof;

(g) any shares of capital stock;

(h) all cash and cash equivalents of either Seller on hand or remaining in any bank account of either Seller as of November 3, 2003, other than petty cash (it being acknowledged that all cash in respect of the final sweep of the bank accounts relating to operation of the Businesses through the date hereof belong to Sellers and will be performed on Monday, November 3, 2003);

(i) all rights under any contract, agreement or arrangement between or among either or both of the Sellers and any of their affiliates;

(j) any other assets of either Seller specifically set forth in the Purchase Agreement as not being transferred to Buyer;

(k) all prepaid expenses of the Businesses (including, without limitation, all tax prepayments other than real property tax prepayments) other than the Prepaid Expenses;

(l) all accounts receivable of the Businesses owing by customers located outside of North America (the "Foreign Accounts Receivable"), including, but not limited to, the foreign accounts receivable listed on Schedule 1.2(1) to the Purchase Agreement;

(m) all non-assignable or non-transferable permits and licenses of the Businesses; and

(n) all claims by either Seller under the Purchase Agreement.

3. Certain Liabilities Assumed by Buyer. Effective as of the close of business on the date hereof, Buyer, without any further responsibility or liability of or recourse to either Seller, or their respective directors, shareholders, affiliates, officers, employees, agents, consultants, representatives, successors, transferees or assignees, absolutely and irrevocably assumes, and shall pay, perform, satisfy or otherwise fully discharge as and when they become due and owing and be solely liable and responsible for the Assumed Liabilities.

4. Power of Attorney. Each Seller covenants and agrees that it will, at Buyer's expense, any time and from time to time, from and after the date hereof, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required for the better assigning, transferring, granting, conveying, assuring and confirming to Buyer or its successors and assigns, or for the aiding, assisting, collecting and reducing to possession any or all of the Purchased Assets being assigned to Buyer as provided herein. Each Seller hereby constitutes and appoints Buyer, its successors and assigns, the true and lawful attorney of such Seller, with full power of substitution, in the name of Buyer or in the name of Seller, but for the benefit of Buyer:

(a) to collect, demand and receive any and all Purchased Assets hereby sold and assigned to Buyer;

(b) to institute and prosecute any and all actions, suits or proceedings which Buyer may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Purchased Assets hereby sold and assigned to Buyer hereunder; and

(c) to take any and all other reasonable action designed to vest more fully in Buyer the Purchased Assets hereby sold and assigned to Buyer and in order to provide for Buyer the benefit, use, enjoyment and possession of such Purchased Assets.

Each Seller acknowledges that the foregoing powers are coupled with an interest and shall be irrevocable by it or upon its subsequent dissolution or in any manner for any reason. Buyer shall be entitled to retain for its own account any amounts collected pursuant to the foregoing powers, including any amounts payable as interest with respect thereto, to the extent such amounts constitute Purchased Assets under the Purchase Agreement. Buyer shall have full and unqualified authority to delegate any or all of the foregoing powers to any officers, agents or representatives of Buyer whom Buyer shall select.

5. No Rights in Third Parties. Nothing expressed or implied in this Bill of Sale and Assignment is intended to confer upon any person, other than Buyer and each Seller and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Bill of Sale and Assignment.

6. Successors and Assigns. Each Seller covenants and agrees that the covenants contained herein shall be binding upon its successors and assigns and shall inure to the benefit of the successors and assigns of Buyer.

7. Governing Law. This Bill of Sale and Assignment shall be governed by, and construed in accordance with, the laws of the State of Arkansas applicable to contracts made and to be performed entirely within such state.

8. Amendment. This Bill of Sale and Assignment may not be amended, waived or otherwise modified except by a written instrument signed by the Sellers and the Buyer.

9. No Merger. Anything to the contrary notwithstanding in this Bill of Sale and Assignment, the representations, warranties and covenants (including, without limitation, indemnities) and other agreements of Buyer and each Seller contained in the Purchase Agreement shall not merge into but shall in all respects survive this Bill of Sale and Assignment and shall continue in full force and effect as fully as if set forth herein in full.

10. Counterparts. This Bill of Sale and Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale and Assignment to be duly executed as of the day and year first written above.

JACUZZI INC

By: 

Name: Steven C. Barre

Title: Vice President and Assistant Secretary

JACUZZI LEISURE PRODUCTS INC.

By: 

Name: Steven C. Barre

Title: Vice President and Assistant Secretary

JBD INC.

By: 

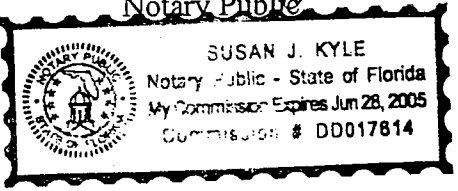
Name: JOHN STONE

Title: SECRETARY/TREASURER

ACKNOWLEDGMENT

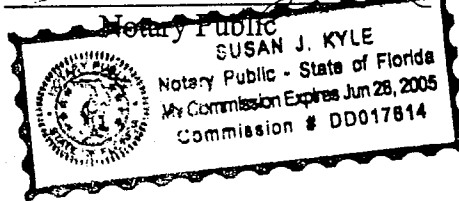
STATE OF FLORIDA)
: ss.:
COUNTY OF PALM)
BEACH

On this 31st day of October, 2003, before me personally came Steven C. Barre, to me known who being by me duly sworn, did depose and say that he is the Vice President and Assistant Secretary of Jacuzzi, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by authority of the Board of Directors of said corporation.

Susan J. Kyle
Notary Public


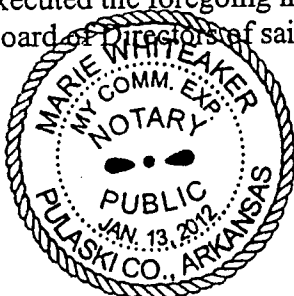
STATE OF FLORIDA)
: ss.:
COUNTY OF PALM)
BEACH

On this 31st day of October, 2003, before me personally came Steven C. Barre, to me known who being by me duly sworn, did depose and say that he is the Vice President and Assistant Secretary of Jacuzzi Leisure Products Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by authority of the Board of Directors of said corporation.

Susan J. Kyle
Notary Public
SUSAN J. KYLE
Notary Public - State of Florida
My Commission Expires Jun 28, 2005
Commission # DD017814


STATE OF Arkansas)
: ss.:
COUNTY OF Pulaski)

On this 31st day of October, 2003, before me personally came John Stone, to me known who being by me duly sworn, did depose and say that he is the Secretary/Treasurer of JBD Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by authority of the Board of Directors of said corporation.



Marie Whiteaker
Notary Public

Intellectual Property

PATENTS

None

TRADEMARKS (REGISTERED)

<u>Mark</u>	<u>Owner</u>	<u>Jurisdiction</u>	<u>Registration No.</u>
Cyclone	Jacuzzi Inc.	U.S.	2,048,008
Hurricane	Jacuzzi Inc.	U.S.	2,287,293
Misc Design-Blk/Yellow	Jacuzzi Inc.	U.S.	2,363,361
PumpWorks	Jacuzzi Inc.	U.S.	2,222,464
Typhoon	Jacuzzi Inc.	U.S.	2,398,432
AquaGenie	Jacuzzi Inc.	U.S.	

TRADEMARKS (UNREGISTERED)

SandHandler	Jacuzzi Inc.	U.S.
Aqua-P.O.D.2	Jacuzzi Inc.	U.S.
SandCatcher	Jacuzzi Inc.	U.S.
Water Ranger	Jacuzzi Inc.	Canada
Sdeep	Jacuzzi Inc.	U.S.
WaterMaker	Jacuzzi Inc.	U.S.

SERVICE MARKS

Well Done	Jacuzzi Inc.
G.O.A.L.S.	Jacuzzi Inc.
Parts Now	Jacuzzi Inc.

PATENT PENDING

Serviceable Check Valve	Jacuzzi Inc
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