

01-11-2002

ATTY DOCKET NO. 22398.00002

F  SHEET

101941693

To the Assistant Commissioner for Patents and Trademarks: Please record the attached original documents or a copy thereof.

1. Name of conveying party: James Pearlson and Raymond Pearlson
Additional name(s) of conveying party(ies) attached?
 Yes No

1-7-02

2. Name and address of receiving party(ies):
Name: Family Lifeguard, Inc.
Street Address: 13420 SW 104 Terrace
City: Miami
State: Florida Zip: 33186
Country: United States of America

3. Nature of conveyance:
 Assignment Security Agreement
 Merger Change of Name
 Other:
Execution Date: October 15, 2001

Additional name(s) & address(es) attached?
 Yes No

4. Application number(s) or patent number(s): (If this document is being filed together with a new application, the execution date of the application is:
A. Patent Application No(s): 09/950,092 B. Patent No(s):
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Atty. Name: John Christopher
Firm Name: Christopher, Weisberg & Crush, P.A.
Street Address: 200 East Las Olas Boulevard Suite 2040
City/State: Fort Lauderdale, FL
Zip Code: 33301

6. Total number of applications and patents involved? 1

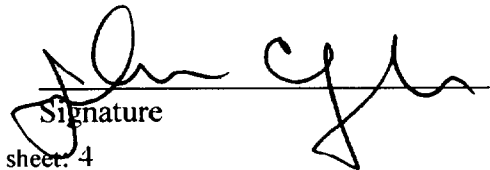
7. Total fee (37 CFR 3.41):
 Fee Enclosed
 Charge Deposit Account No. _____
 The Commissioner is hereby authorized to charge underpayment/credit overpayment to Deposit Account No. _____
(Attach duplicate copy of this page if paying fees by Deposit Account)

DO NOT USE THIS SPACE

1/11/2002 DBYRNE 00000019 09950092

1 FC: 51 Statement and signature (To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.)

John Christopher
Name of Attorney


Signature

December 12, 2001
Date

Total number of pages including cover sheet: 4

ASSIGNMENT

Whereas we, the undersigned, James Pearlson and Raymond Pearlson, hereby have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled MOVEABLE SWIMMING POOL FLOOR, identified as Attorney Docket No. 22398.00002, which application was executed by us on October 15, 2001;
and

Whereas, Family Lifeguard, Inc., a corporation having a place of business at 13420 SW 104 Terrace, Miami, Florida 33186, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits and privileges hereinafter recited;

In the event that the execution date, filing date and/or Application No. are not entered above at the time we execute this document, and if such information is deemed necessary, we hereby authorize and request our attorneys at Gunster, Yoakley & Stewart, P.A., 500 East Broward Boulevard, Suite 1400, Fort Lauderdale, Florida 33394, to insert above the execution date, filing date and/or Application No. of said application.

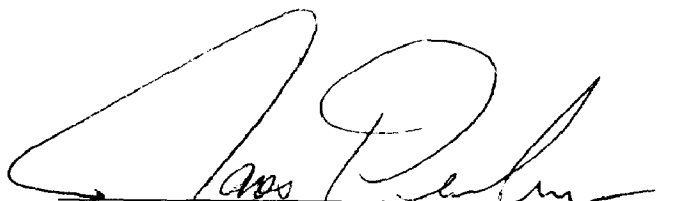
Now, therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign, transfer and convey to Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, reissue, re-examination and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;
2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in my name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;
3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;

4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;
5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

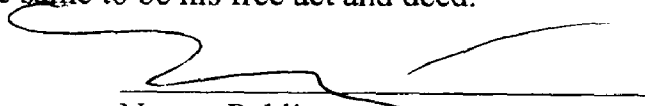
In testimony of which we have executed this Assignment as an instrument under seal on the date indicated next to our names.

Dated: 10-15-01



 James Pearson

On this 15 day of Oct, 2001, before me appeared JAMES PEARLSON, to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged the same to be his free act and deed.



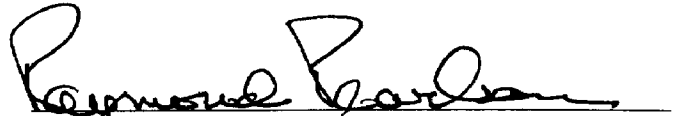
 Notary Public

[Seal]


My commission expires:



Dated: 10-15-01


Raymond Pearlson

On this 15 day of OCT, 20001, before me appeared RAYMOND PEARLSON
to me known and known to me to be the person described in and who executed the foregoing
instrument, and he acknowledged the same to be his free act and deed.

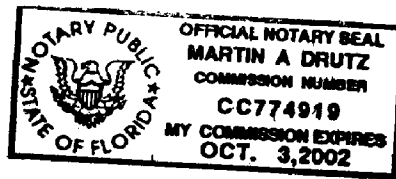


Notary Public

[Seal]

My commission expires: 10-03-02

180562.1



ASSIGNMENT

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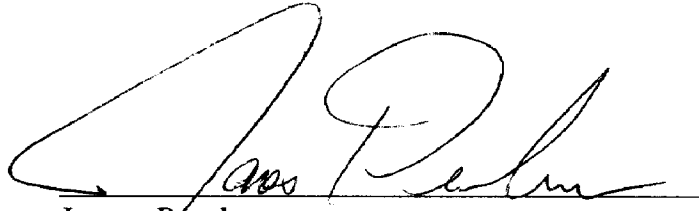
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1. Assign, transfer and convey to Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, reissue, re-examination and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;
2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in my name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;
3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;

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5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.


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Dated: 10-15-01



 James Pearlson

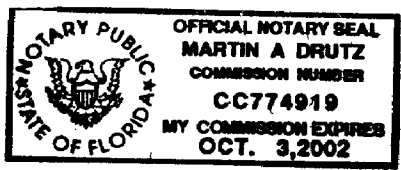
On this 15 day of Oct, 2001, before me appeared JAMES PEARLSON, to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged the same to be his free act and deed.



 Notary Public

[Seal]

My commission expires:



Dated: 10-15-01

Raymond Pearlson
Raymond Pearlson

On this 15 day of OCT, 20001, before me appeared RAYMOND PEARLSON,
to me known and known to me to be the person described in and who executed the foregoing
instrument, and he acknowledged the same to be his free act and deed.

[Signature]
Notary Public

[Seal]

My commission expires: 10-03-02

180562.1

