

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Security Agreement
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CONVEYING PARTY DATA	
Name	Execution Date
INTERBATH, INC.	04/28/2006

RECEIVING PARTY DATA	
Name:	GMAC Commercial Finance LLC
Street Address:	1290 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10104

PROPERTY NUMBERS Total: 26

Property Type	Number
Patent Number:	D517669
Patent Number:	D512128
Patent Number:	D503966
Patent Number:	D503775
Patent Number:	D503774
Patent Number:	D502761
Patent Number:	D502760
Patent Number:	D497663
Patent Number:	D494661
Patent Number:	6691338
Patent Number:	6637676
Patent Number:	5791615
Patent Number:	D388643
Patent Number:	D387230
Patent Number:	D386026

CH \$1040.00 D517669

Patent Number:	D384848
Patent Number:	D384847
Patent Number:	D384532
Patent Number:	5398872
Patent Number:	5172866
Patent Number:	D328634
Patent Number:	D323545
Patent Number:	3979096
Application Number:	10411859
Application Number:	10412165
Application Number:	10412164

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-783-2700
Email: Oleh.Hereliuk@federalresearch.com
Correspondent Name: CBCInnovis dba Federal Research
Address Line 1: 1023 Fifteenth Street, NW, Ste 401
Address Line 2: attn: Oleh Hereliuk
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	357770
NAME OF SUBMITTER:	Oleh Hereliuk

Total Attachments: 10
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 28, 2006 by and between GMAC COMMERCIAL FINANCE LLC ("Secured Party") and INTERBATH, INC. ("Grantor").

RECITALS

A. Secured Party has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Secured Party and Grantor dated of substantially even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). (Capitalized terms used herein are used as defined in the Loan Agreement.) Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in all of its Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Without limiting any of the provisions of the Loan Agreement, to secure all of the Obligations under the Loan Agreement, Grantor grants to Secured Party a security interest in all of Grantor's right, title and interest in all of the copyrights, patents, trademarks and mask works listed on Schedules A, B, C, and D hereto, and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

2. Grantor represents and warrants to Secured Party that it now has no copyrights registered with the United States Copyright Office. Further, if and to the extent Grantor desires to so register any copyrightable materials, Borrower shall at such time (i) provide Secured Party with at least 15 days prior written notice of the proposed registration of any such copyrightable materials with the United States Copyright Office; (ii) provide Secured Party with a copy of the application for any such registration; and (iii) execute such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's security interest therein and in the proceeds thereof, to the extent Secured Party determines that any additional action is required or desired.

3. Grantor will (i) protect, defend and maintain the validity and enforceability of all of its copyrights, patents, trademarks and mask works material to the Grantor's business and promptly advise Secured Party in writing of material infringements of Intellectual Property material to the Grantor's business and (ii) not allow any Intellectual Property material to Grantor's business to be abandoned, forfeited or dedicated to the public without Secured Party's prior written consent.

4. This security interest is granted in conjunction with the security interest granted to Secured Party under the Loan Agreement. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Secured Party of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or

now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

5. This Agreement shall be governed by the internal laws (and not the conflict of laws rules) of the State of Michigan and the laws of the United States of America. The Grantor agrees that any legal action or proceeding against it with respect to any of its obligations under this Agreement may be brought in any court in Oakland County, Michigan or of the United States of America for the Eastern District of Michigan, as the Secured Party in its sole discretion may elect. By the execution and delivery of this Agreement, the Grantor submits to and accepts, with regard to any such action or proceeding, for itself and in respect of its property, generally and unconditionally, the jurisdiction and venue of those courts; Grantor also agrees that if Grantor institutes litigation against Secured Party, the only proper jurisdiction and venue will be in courts of the United States of America in the Eastern District of Michigan or in State courts in Oakland County, Michigan. The Grantor waives any claim that the referenced courts are not convenient forum or the proper venue for any suit, action or proceeding.

6. THE SECURED PARTY AND THE GRANTOR, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY RELATED INSTRUMENT OR AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER OF THEM. NEITHER THE SECURED PARTY NOR THE GRANTOR SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY EITHER THE SECURED PARTY OR THE GRANTOR EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY BOTH OF THEM.

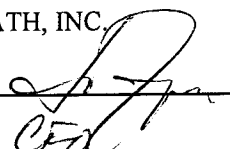
IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

665 North Baldwin Park Blvd
City of Industry, California

Grantor:

INTERBATH, INC.

By: 

Title: CEO

Secured Party:

Address of Secured Party:

3000 Town Center, Suite 280
Southfield, Michigan 48075

GMAC COMMERCIAL FINANCE LLC

By: 

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

<u>Title</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Shower arm mount	D517,669	March 21, 2006
Volume control knob	D512,128	November 29, 2005
Shower head	D503,966	April 12, 2005
Shower head and handle	D503,775	April 5, 2005
Shower head and handle	D503,774	April 5, 2005
Shower with arm	D502,761	March 8, 2005
Hand shower	D502,760	March 8, 2005
Slide bar	D497,663	October 26, 2004
Mixing valve trim	D494,661	August 17, 2004
Spa shower and controller	6,691,338	February 17, 2004
Illuminated showerhead	6,637,676	October 28, 2003
Slide bar assembly	5,791,615	August 11, 1998
Soap dish	D388,643	January 6, 1998
Support for a hand-held shower head	D387,230	December 9, 1997
Soap dish	D386,026	November 11, 1997
Shower accessory	D384,848	October 14, 1997
Shower accessory	D384,847	October 14, 1997
Towel holder for a shower	D384,532	October 7, 1997
Multifunction showerhead assembly	5,398,872	March 21, 1995
Multi-function shower head	5,172,866	December 22, 1992
Hand-held shower head	D328,634	August 11, 1992

Shower head	D323,545	January 28, 1992
Mounting arrangement for hand-held shower head	3,979,096	September 7, 1976
Thin profile multi-function showerhead	10/411,859	April 11, 2003
Waterspout adapter for providing a user-selectable type of water flow	10/412,165	April 11, 2003
Mounting structure for handheld showerhead	10/412,164	April 11, 2003

EXHIBIT C

Trademarks

<u>Word Mark</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
RAINMAKER	78/769,489	December 8, 2005
DISCOVER THE ART OF THE SHOWER	78/256,512	May 30, 2003
DISCOVER	78/256,505	May 30, 2003
ADLON	75/131,693	July 9, 1996
SAVE WATER AND LOVE YOUR SHOWER, TOO	74/180,287	June 25, 1991
THE ORIGINAL LE FAUCET	73/587,256	March 10, 1986
ONDINE	73/585,495	March 3, 1986
GREAT VIBRATIONS	73/585,493	March 3, 1986
INTERBATH	73/584,187	February 24, 1986
TINGLE	73/580,946	February 3, 1986

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE