

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
2033875 Ontario, Inc.	04/01/2009
RECEIVING PARTY DATA	
Name:	Premium Sales Network, LLC
Street Address:	3320 49th Street North
City:	St. Petersburg
State/Country:	FLORIDA
Postal Code:	33710
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29269365
CORRESPONDENCE DATA	
Fax Number:	(813)925-8525
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	813-925-8505
Email:	patents@smithhopen.com
Correspondent Name:	Smith & Hopen, P.A.
Address Line 1:	180 Pine Avenue North
Address Line 4:	Oldsmar, FLORIDA 34677
ATTORNEY DOCKET NUMBER:	2072.04
NAME OF SUBMITTER:	Courtney M. Dunn
Total Attachments: 6 source=Assignment as filed#page1.tif source=Assignment as filed#page2.tif source=Assignment as filed#page3.tif source=Assignment as filed#page4.tif source=Assignment as filed#page5.tif	

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment ("Assignment") is made and entered into as of the 1st day of April, 2009 ("Effective Date"), by 2033875 ONTARIO INC., an Ontario corporation ("Assignor"), for the benefit of PREMIUM SALES NETWORK, LLC, a Florida limited liability company, and its assigns (hereinafter "Assignee"). Assignor and Assignee are sometimes referred to collectively as the "parties," each being a "party."

RECITALS

WHEREAS, Assignor is the owner of certain United States and foreign issued patents and pending patent applications, trademarks, trade names, logos, copyrights, and domain names; and

WHEREAS, Assignee is desirous of acquiring, and Assignor is desirous of transferring and assigning all of its right, title and interest in and to said Intellectual Property (as hereinafter defined) to Assignee pursuant to the terms and conditions in this Assignment.

NOW THEREFORE, in exchange for the payment of the purchase price set forth in the Asset Purchase Agreement, dated as of even date herewith providing for the sale by the Assignor to the Assignee of certain of the assets of the Assignor, and other good and valuable consideration and the mutual covenants and promises contained in this Assignment, the receipt and sufficiency of which are acknowledged, Assignor and Assignee, intending to be legally bound, agree as follows:

1. **Transfer of Intellectual Property.**

(a) Assignor hereby sells, transfers, conveys and assigns all of its right, title and interest whatsoever throughout the world in and to the trademarks, service marks, logos, trade names, copyrights, domain names, and domestic and foreign patents (together with all continuations, continuations in part, divisions, reissues, reexaminations, and extensions thereof, and the inventions described and claimed therein, all other rights arising out of such inventions and discoveries, and all United States and foreign patents and filings, utility models, and design registrations that may be (or have been) filed or granted based on such inventions or improvements, and the right to claim priority based on the filing date of the applications and patents under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes), listed on Exhibit A, whether registered or unregistered, together with all applications to register such intellectual property, and registrations of such intellectual property (collectively, the "Intellectual Property") and all renewals and extensions of any of the foregoing and the goodwill of all business connected with the use of and symbolized by the Intellectual Property and all licenses related to any of the foregoing, to Assignee. Included with such transfer and assignment is the right to sue for and obtain damages or other available remedies for all past, present and future infringements of the Intellectual Property and all income, royalties or payments due or payable as of the Effective Date or thereafter with respect to the Intellectual Property, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date of this Assignment as fully and entirely as the same would have been held and enjoyed

by Assignor had this Assignment not been made. Assignor further transfers and assigns the right to file for and obtain registrations of the Intellectual Property anywhere in the world for the goods and services covered by the assigned applications and registrations and for any other goods and services for which the Intellectual Property is presently used, with the right to base priority on Assignor's first date of use or on any application and/or registration being assigned herein. To the extent any of the rights, interests or assets identified in Exhibit "A" are not intellectual property but instead constitutes tangible assets, this Assignment shall constitute an assignment and conveyance of all of Seller's right, title and interest in such assets.

2. Assignor hereby further agrees and covenants that Assignor, or Assignor's legal representatives and assigns, as the case may be, shall execute and convey as directed upon Assignee's request (or the request of Assignee's successor or assigns), without demanding any further consideration therefor, any and all other documents, information, evidence or facts requested by Assignee that are known or available to Assignor (or its successor or assigns) relating to said inventions, patents and patent applications, or the history thereof, as Assignee in its sole discretion deems advisable or necessary in order to fully vest all rights herein transferred to Assignee in Assignee, and will testify as to the same in any interference or other litigation or legal proceeding when requested to do so.

3. Assignor hereby authorizes the United States Patent and Trademark Office, United States Copyright Office, and any similar foreign or domestic government authority to transfer the Intellectual Property, and any other governmental grants or issuances that may be granted upon any of the Intellectual Property rights, to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this Assignment.

4. The Assignor hereby represents and warrants to Assignee that the Assignor is the owner of the assets identified in Exhibit A, that the rights, title and interest in said assets are presently valid, and that there are no claims or pending claims against such assets except as specifically disclosed by Assignor to Assignee in the Asset Purchase Agreement.

5. This Assignment constitutes the entire agreement and supersedes all prior agreements between the parties pertaining to the transfer of the Intellectual Property, and shall be deemed binding upon the parties, their heirs, legal representatives and successors.

6. This Assignment shall be governed by and construed and interpreted in accordance with the laws of the State of Florida.

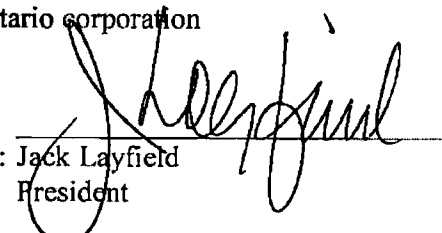
7. Assignor and Assignee hereby grants to Clark, Campbell, Mawhinney & Lancaster, P.A. of Lakeland, Florida, U.S.A., the authority and power to insert on this instrument any further identification which may be necessary or desirable for purposes of recordation in the United States Patent and Trademark Office, the United States Copyright Office and any similar foreign or domestic government authority to transfer the Intellectual Property.

8. This Assignment may be executed in two or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute one and the same instrument. Any signature page delivered by facsimile or electronically as a scanned signature shall be binding to the same extent as an original signature page with regard to any agreement subject to

the terms hereof or any amendment thereto. A party that delivers a signature page in this manner agrees to later deliver an original counterpart to the other party.

April 1 **IN WITNESS WHEREOF**, the Assignor has executed this Assignment as of 2009.

ASSIGNOR:
2033875 ONTARIO INC.,
an Ontario corporation

By: 
Name: Jack Layfield
Title: President

STATE OF FLORIDA
COUNTY OF FOLK

On this 1st day of April, 2009, before me, personally appeared Jack Layfield, as President of 2033875 ONTARIO INC., an Ontario corporation, the Assignor, who executed the foregoing Assignment and he duly acknowledged to me that he executed said instrument as his free and voluntary act for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year above written.

NOTARY PUBLIC:

Sign: 

Print: _____

State of Florida at Large (Seal)

My Commission Expires: **CAMPBELL**



EXHIBIT A
INTELLECTUAL PROPERTY

PATENTS:

1. U.S. Patent No. D573,261 for "Portable spa with shell weightline."

TRADEMARKS:

(All of the following, in all existing written and electronic formats)

1. U.S. Trademark Application for "PILATES H2O," an intent to use application, Serial No. 77165587.
2. U.S. Trademark Application for "GULF COAST SPAS," an intent to use application, Serial No. 76676227.

COPYRIGHTS:

(All of the following, in all existing written and electronic formats)

1. The Gulf Coast Brochure and Web site
2. The Pilates Brochure and Web site
3. The Cool Nights Web site (no brochure)

MANUALS - COPYRIGHTS:

(All of the following, in all existing written and electronic formats, related to the tangible assets identified in each numbered paragraph below)

1. Cool Nights Series Spas Owner's Manuals
[Spa Tooling (Molds) – CN3000, CN7000, CN8000, CN9000, CN10000]
2. Garden Leisure Series Spas Owner's Manuals
[Spa Tooling (Molds) – 1101, 1102, 1103, 1105, 1105B, 1108]
3. Gulf Coast Spas and Luxury Series Owner's Manuals
[Spa Tooling (Molds) – 1001, 1002, 1003, 1004 - 1005, 1006, 1007]
4. Pilates H₂O Owner's Manuals
[Spa Tooling (Molds) – 1401, 1402, 1403]

DOMAIN NAMES:

(All of the following, in all existing written and electronic formats)

Domain Name	Expires	Status
CNSPAS.COM	5/25/2009	Active - Locked
COOLNIGHTSPA.COM	5/25/2009	Active - Locked
COOLNIGHTSPAS.COM	5/15/2009	Active - Locked
COOLNIGHTSSPA.COM	5/25/2009	Active - Locked
COOLNIGHTSSPAS.COM	5/15/2009	Active - Locked
GULFCOASTSPA.COM	5/15/2012	Active - Locked
GULFCOASTSPA.NET	5/15/2010	Active - Locked
GULFCOASTSPA.ORG	3/9/2010	Active - Locked
GULFCOASTSPAS.COM		
GULFCOASTSPAS.NET	5/15/2010	Active - Locked
GULFCOASTSPAS.ORG	3/9/2010	Active - Locked
PILATESH20.COM	5/15/2009	Active - Locked
PILATESH2O.COM	5/15/2009	Active - Locked
PILATESHOTTUB.COM	5/15/2010	Active - Locked
PILATESHOTTUBS.COM	4/9/2009	Active - Locked
PILATESPAS.COM	5/15/2009	Active - Locked
PILATESSPACOMPANY.COM	5/15/2009	Active - Locked
THEPILATESHOTTUB.COM	5/15/2010	Active - Locked
THEPILATESSPA.COM	5/15/2010	Active - Locked

WEBSITE AGREEMENTS:

- Our United Kingdom partner uses the <http://www.gulfcoastspas.co.uk/> domain, but we have control over the content

SLOGANS AND PHRASES - TRADEMARKS:

(All of the following, in all existing written and electronic formats)

- Wellness Water (Pilates H20)
- For The Quality of Your Life (Cool Nights)
- Take a Vacation at Home (Gulf Coast / Cool Nights)

ADDITIONAL INTELLECTUAL PROPERTY:

(All of the following, in all existing written and electronic formats)

- Electronic copies in AutoCAD format of all engineering and manufacturing drawings, assembly drawings, and shop floor drawings for all tangible assets identified in the Manual sections above.

- Printed copies of all certification files and assignment of any certifications (i.e. UL certification) for all tangible assets identified in the Manual sections above.
- Design software and interface for production of tooling "plugs" produced on the Thermwood CNC in R&D department, specifically master cam and solid works software and licenses.