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12-13-2000

11-22-2000

FORM PTO-1594

U.S. Patent & TMO/TM Mail Rcpt Dt #64



101548459

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

00-22-11

<p>1. Name of conveying party(ies): Graham Webb International Limited Partnership</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input checked="" type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____</p> <p>Additional names of conveying party(ies) attached? <input type="checkbox"/> yes <input type="checkbox"/> no</p>	<p>2. Name and address of receiving party(ies): Name: Nationsbank N.A.</p> <p>Internal Address: 100 S. Charles Street Baltimore, MD 21201</p> <p>Street Address: 100 S. Charles Street City Baltimore State MD Zip 21201</p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other A national banking association</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> yes <input checked="" type="checkbox"/> No</p> <p>(Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no</p>
<p>3. Nature of Conveyance</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other Amended Security Agreement</p> <p>Execution Date: April 15, 1998</p>	
<p>4. Application number(s) or patent number(s):</p> <p>A. Trademark Application No(s): None. B. Trademark Registration No(s): 1,624,118 1,638,820</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Jeanne E. Longmuir Calfee, Halter & Griswold LLP 800 Superior Avenue, Suite 1400 Cleveland, Ohio 44114-2688</p> <p>CERTIFICATE OF MAILING Date: November 20, 2000 I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope with sufficient postage addressed to : Assistant Commissioner for Trademarks, Box Assignments, 2900 Crystal Drive, Arlington, VA 22202-3513</p> <p><i>Jeanne E. Longmuir</i> Signature</p>	<p>6. Total number of applications and registrations involved: 2</p> <p>7. Total fee (37 CFR 3.41): \$ 65.00</p> <p>Enclosed Authorized to be charged to deposit account Total Fee Due Any deficiencies</p> <p>8. Deposit account number: 03-0172 (Attach duplicate copy of this page if paying by deposit account)</p>
<p>9. Statement and signature</p> <p>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.</p> <p>Jeanne E. Longmuir <i>Jeanne E. Longmuir</i> Name of Person Signing Signature</p> <p>Date: 11/20/00</p> <p>Total number of pages comprising transmittal: 29</p>	

DO NOT USE THIS SPACE

12/11/2000 DBYRNE 00000153 1624118
01 FC:481 40.00 OP
02 FC:482 25.00 OP

TRADEMARK
REEL: 002193 FRAME: 0841

PATENT, TRADEMARK AND
LICENSE SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT ("Agreement") is made by GRAHAM WEBB INTERNATIONAL LIMITED PARTNERSHIP, a Minnesota limited partnership having its principal office and place of business at 7550 France Avenue South, Suite 200, Minneapolis, Minnesota 55435 ("Grantor"), in favor of NATIONSBANK, N.A., a national banking association with an office located at 100 S. Charles Street, Fourth Floor, Baltimore, Maryland 21201 ("Grantee"):

WITNESSETH:

WHEREAS, Grantor, La Costa Products International, Inc. ("Co-Borrower") and Grantee are parties to a certain Financing and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented, amended and restated, renewed or otherwise modified from time to time, the "Financing Agreement"), which Financing Agreement provides (i) for the Grantee to, from time to time, extend credit to or for the account of Grantor and Co-Borrower and (ii) for the grant by Grantor to Grantee of a security interest in certain of Grantor's assets, including, without limitation, its patents, patent applications, service marks, service mark applications, service names, trademarks, trademark applications, service names, trademarks, trademark applications, trade names, goodwill and licenses;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Financing Agreement. The Financing Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

2. Security Interest in Patents. To secure the complete and timely satisfaction of all of the "Obligations" (as defined in the Financing Agreement), Grantor hereby grants and conveys to Grantee a lien and security interest in all of the Grantor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(A) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule A, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and

hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Patents"); and

(B) license agreements with any other party, whether Grantor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all "Inventory" (as defined in the Financing Agreement) now or hereafter owned by Grantor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Licenses").

3. Security Interest in Trademark and Goodwill. To secure the complete and timely satisfaction of all of the "Obligations" (as defined in the Financing Agreement), Grantor hereby grants and conveys to Grantee a lien and security interest in all of the Grantor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(A) trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Schedule B, attached hereto and made a part thereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, service marks, trademark and service mark registrations, trade names, service names and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(B) the goodwill of Grantor's business including but not by way of limitation such goodwill connected with and symbolized by the Trademarks.

4. Restrictions on Future Assignments. Grantor agrees that until the Obligations shall have been satisfied in full and the Financing Agreement shall have been terminated, Grantor will not, without Grantee's prior written consent, enter into any agreement relating to the Patents, Trademarks or Licenses (for example, a license agreement) and Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Grantee under this Agreement.

5. New Patents, Trademarks, and Licenses. Grantor represents and warrants that the Patents, Trademarks and Licenses listed on Schedules A, B and C, respectively, constitute all of the patents, service marks, trademarks, applications and licenses now owned by Grantor. If, before the Obligations shall have been satisfied in full, Grantor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names, service marks, service mark registrations, service names, or licenses, or (ii) become entitled to the benefit of any patent, service mark or trademark application, service mark, service mark registration, trademark, trademark registration, or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and Grantor shall give to Grantee prompt written notice thereof. Grantor hereby authorizes Grantee as attorney in fact to modify this Agreement by amending Schedules A, B and/or C, as applicable, to include any future patents, patent applications, service marks, service mark registrations, service mark applications, service names, trademarks, trademark registrations, trademark applications, trade names and licenses which are Patents, Trademarks or Licenses, as applicable, under Paragraphs 2 and 3 above or under this Paragraph 5, and to file or refile this Agreement with the United States Patent and Trademark Office.

6. Representations and Warranties. Grantor represents and warrants to and agrees with Grantee that:

(i) The Patents and Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(ii) Each of the Patents and Trademarks is valid and enforceable;

(iii) Except as set forth on Schedule 4.1.20 attached hereto, Grantor is the owner of the Patents and Trademarks and has the power and authority to make, and will continue to have authority to perform, this Agreement according to its terms;

(iv) Except as set forth on Schedule 4.1.20 attached hereto, this Agreement does not violate and is not in contravention of any other agreement to which Grantor is a party or any judgment or decree by which Grantor is bound and does not require any consent under any other agreement to which Grantor is a party or by which Grantor is bound. Upon the occurrence of and during the continuance of an Event of Default, Grantor hereby authorizes the Commissioner of Patents and Trademarks to issue any and all Patents on said inventions and any and all certificates of registration on all Trademarks to Grantee as assignee of Grantor's entire interest;

(v) Except as set forth on Schedule 4.1.20 attached hereto, there has been no prior sale, pledge, encumbrance, assignment or other transfer or disposition of any of the Patents, Trademarks or Licenses or any part thereof and the same are free from all liens, charges and encumbrances of any kind, including but not limited to licenses, shop rights and covenants not to sue third persons, other than Permitted Liens (as defined in the Financing Agreement); and

(vi) Except as set forth on Schedule 4.1.20 attached hereto, the Licenses are valid and binding agreements enforceable according to their terms. Each of the Licenses is in full force

and effect and has not been amended or abrogated and there is no default under any of the Licenses.

7. Terms. The term of the security interests granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks and Licenses assigned hereunder, or (ii) the Obligations have been paid in full and the Financing Agreement has been terminated.

8. Contingent Assignment. The Grantor has executed in blank and delivered to the Grantee an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Trademarks") and an assignment of federally registered patents in substantially the form of Exhibit 2 hereto (the "Assignment of Patents"). The Grantor hereby authorizes the Grantee to complete as assignee and record with the United States Patent and Trademark Office the Assignment of Trademarks and the Assignment of Patents upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Grantee's remedies under this Agreement.

9. Duties of Grantor. Consistent with commercially reasonable practices, Grantor shall have the duty to (i) prosecute diligently any patent application of the Patents made by it and any trademark or service mark application of the Trademarks made by it pending as of the date hereof or thereafter until the Obligations shall have been paid in full, (ii) make application on unpatented but patentable inventions and on trademarks and service marks, as appropriate, and (iii) preserve and maintain all of its rights in patent applications and patents of the Patents and in trademark applications, trademarks, trademark registrations, service mark applications, service marks, and service mark registrations of the Trademarks. Any expenses incurred in connection with such applications shall be borne by Grantor. Grantor shall not abandon any right to file a Patent application or Trademark application, or any pending Patent application, Trademark application, Patent, nor Trademark without the consent of Grantee.

10. Financing Statements; Documents. At the request of Grantee, Grantor will join with Grantee in executing one or more financing statements pursuant to any applicable version of the Uniform Commercial Code in form satisfactory to Grantee and will pay the costs of filing and/or recording this Agreement and all financing, continuation and termination statements in all public offices where filing or recording is deemed necessary or desirable by Grantee. Grantor will execute and deliver to Grantee from time to time such supplemental assignments or other instruments, including, but not by way of limitation, additional assignments to be filed with the United States Patent and Trademark Office, as Grantee may require for the purpose of confirming Grantee's interest in the Patents, Trademarks and Licenses.

11. Grantee's Right to Sue. Upon the occurrence and during the continuance of an Event of Default, Grantee shall have the same rights, if any, as Grantor has, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses and the Patents and Trademarks, and any licenses thereunder, and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents required by Grantee in aid of such enforcement and Grantor shall promptly, upon

demand and as a part of the Obligations, reimburse and indemnify Grantee for all costs and expenses incurred by Grantee in the exercise of its rights under this Paragraph 11.

12. Waivers. No course of dealing between Grantor and Grantee nor any failure to exercise nor any delay in exercising, on the part of Grantee, any right, power or privilege hereunder or under the Financing Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 5 hereof or by a writing signed by the parties hereto.

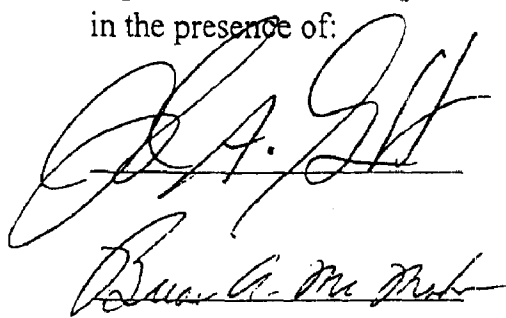
15. Cumulative Remedies; Effect on Financing Agreement. All of Grantee's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby or by the Financing Agreement or any other Loan Document, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Grantee under Financing Agreement but rather is intended to facilitate the exercise of such rights and remedies.

16. Binding Effect; Benefits. This Agreement shall be binding upon the Grantor and its respective successors and assigns, and shall inure to the benefit of Grantee, its successors and assigns.

17. Governing Law. This Agreement has been delivered and accepted in Cleveland, Ohio, and shall be governed by and construed in accordance with the local laws of the State of Ohio.

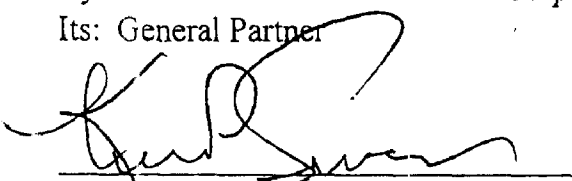
IN WITNESS WHEREOF, GRAHAM WEBB INTERNATIONAL LIMITED PARTNERSHIP, by a duly authorized officer of its general partner, has executed this Agreement as of the 15th day of April, 1998.

Signed and acknowledged
in the presence of:

Handwritten signatures of two witnesses, one above the other, both appearing to be initials or names written in cursive.

GRAHAM WEBB INTERNATIONAL
LIMITED PARTNERSHIP

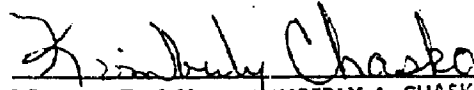
By: Graham Webb International Corporation
Its: General Partner

Handwritten signature of Kevin P. Swanson in cursive, positioned above a horizontal line.

By: Kevin P. Swanson
Its: Vice President Finance

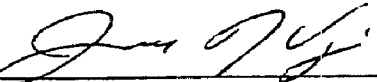
STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

The foregoing instrument was executed and acknowledged before me this 15th day of April, 1998, by Kevin P. Swanson, the Vice President Finance of Graham Webb International Corporation, the general partner of Graham Webb International Limited Partnership, a Minnesota limited partnership, on behalf of the limited partnership.


Notary Public KIMBERLY A. CHASKO, Notary Public
State of Ohio
Resident of Medina County
My Commission Expires Sept. 22, 2002

Accepted at Cleveland, Ohio,
as of April 15, 1998.

NATIONSBANK, N.A.

By: 
Senior Vice President, [title]

Schedule A

Patents

None

Amended

Schedule B

Graham Webb
Trademarks

<u>Country</u>	<u>Service Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Status</u>
U.S.	SIMPLY NATURAL	72/432938	08/16/72	980483	03/12/74	Registered
U.S.	ENERGY LOCK	74/032722	02/26/90	1619355	10/30/90	Registered
U.S.	THERMACLAY	74/032623	02/26/90	1624373	11/27/90	Registered
U.S.	THERMACORE	74/032225	02/26/90	1668950	12/17/91	Registered
U.S.	ENERGY PLUS & Design	74/032476	02/26/90	1696741	06/23/92	Registered
U.S.	EXOTHERMIC	74/032922	02/26/90	1699676	07/07/92	Registered
U.S.	THERMAL CARE	74/032916	02/26/90	1749164	01/26/93	Registered
U.S.	VOLTAGE	74/154673	04/08/93	1776968	05/15/93	Registered
U.S.	MAGNITUDE	74/240283	01/27/92	1779438	06/29/93	Registered
Great Britain	BODACIOUS	1561757	02/08/94	1561757	11/04/94	Registered
U.S.	ICE CAP	74/032644	02/26/90	1928786	10/24/95	Registered
United States	BACK TO BASICS	74/503559	03/18/94	1947487	01/09/96	Registered
U.S.	BODACIOUS	74/802752	09/22/95	1949734	01/26/96	Registered
Great Britain	BODACIOUS	2041439	10/06/95	2041439	07/26/96	Registered
U.S.	INTENSIVES	74/733601	09/25/95	2001326	09/17/96	Registered
Australia	BACK TO BASICS	639173	08/31/94	639173	10/15/96	Registered
Canada	BACK TO BASICS	763601	09/09/94	475700	05/05/97	Registered
Canada	INTENSIVES	801576	01/12/96	481265	08/22/97	Registered
U.S.	BODACIOUS	74/707375	07/20/95	2104577	10/14/97	Registered
U.S.	MONTAGE	75/127886	07/02/96	2133321	01/27/98	Registered
Argentina	BODACIOUS					Unfiled-Power of Attorney being legalized
Brazil	BODACIOUS					Filing in Process
Canada	BODACIOUS	747043	02/07/94			Pending
Canada	BODACIOUS	801877	01/16/96			Pending
Czech Republic	BODACIOUS	No. yet available	Not yet available			Pending
Dominican Republic	BODACIOUS					Unfiled-Power of Attorney being legalized
European Community	BODACIOUS	688137	10/29/97			Pending
Hong Kong	BODACIOUS					Filing in Process
Hungary	BODACIOUS	N9800355	02/02/98			Pending
Israel	BODACIOUS	115609	10/29/97			Pending
Jordan	BODACIOUS	48061	12/10/97			Pending
Mexico	BODACIOUS					Filing in Process

<u>Country</u>	<u>Service Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Status</u>
Panama	BODACIOUS					Unfiled-Power of Attorney being legalized
Puerto Rico	BODACIOUS					Filing in Process
Romania	BODACIOUS	Not yet available	Not yet available			Pending
Ukraine	BODACIOUS		01/28/98			Pending
U.S.	24 CARAT					Appln. never filed
Argentina	BACK TO BASICS					Unfiled-Power of Attorney being legalized
Brazil	BACK TO BASICS					Unfiled-Power of Attorney being legalized
Czech Republic	BACK TO BASICS	126779	10/31/97			Pending
Dominican Republic	BACK TO BASICS					Unfiled-Power of Attorney being legalized
European Community	BACK TO BASICS	482737	Not yet available			Pending
Hong Kong	BACK TO BASICS					Filing in Process
Hungary	BACK TO BASICS	M9704068	11/05/97			Pending
Israel	BACK TO BASICS	115610	10/29/97			Pending
Jordan	BACK TO BASICS	48059	12/10/97			Pending
Mexico	BACK TO BASICS					Filing in Process
Puerto Rico	BACK TO BASICS					Filing in Process
Romania	BACK TO BASICS		12/10/97			Pending
Singapore	BACK TO BASICS	1107191	09/09/97			Pending
Ukraine	BACK TO BASICS	97113548	11/06/97			Pending
South Africa	BACK TO BASICS	09703346	02/05/97			Pending
South Africa	BACK TO BASICS	07403347	02/05/97			Pending
Australia	INTENSIVES	742489	08/28/97			Pending
Czech Republic	INTENSIVES	126778	10/31/97			Pending
European Community	INTENSIVES	663194	10/29/97			Pending
Great Britain	INTENSIVES	663194	10/29/97			Pending
Hungary	INTENSIVES	M9704071	11/05/97			Pending
Israel	INTENSIVES	115611	10/29/97			Pending
Jordan	INTENSIVES	Not yet available	12/10/97			Pending
Romania	INTENSIVES		12/10/97			Pending
Singapore	INTENSIVES	1107297	09/09/97			Pending
Ukraine	INTENSIVES	97113547	11/06/97			Pending
Argentina	MONTAGE					Unfiled-Power of Attorney being legalized

Country	Service Mark	Serial No.	Filing Date	Registration No.	Registration Date	Status
Brazil	MONTAGE					Filing in Process
Canada	MONTAGE	827176	10/28/96			Pending
Czech Republic	MONTAGE	Not yet available	Not yet available			Pending
Dominican Republic	MONTAGE					Unfiled-Power of Attorney being legalized
European Community	MONTAGE	68707	10/29/97			Pending
Great Britain	MONTAGE	2118745	12/17/96			Pending
Hong Kong	MONTAGE					Filing in Process
Honduras	MONTAGE					Filing in Process
Hungary	MONTAGE	M9800356	02/02/98			Pending
Israel	MONTAGE	17511	02/02/98			Pending
Mexico	MONTAGE					Filing in Process
Netherlands Antilles	MONTAGE					Unfiled-waiting for new Power of Attorney from client
Panama	MONTAGE					Unfiled-Power of Attorney being legalized
Puerto Rico	MONTAGE					Filing in Process
Romania	MONTAGE	Not yet available	Not yet available			Pending
Singapore	MONTAGE	206498	03/07/98			Pending
Ukraine	MONTAGE		01/28/98			Pending
U.S.	VISIBLE CONTROL	75/255816	03/12/97			Pending
U.S.	INSTANT RECOVERY	75/311464	06/19/97			Pending
U.S.	STICK STRAIGHT	75/256127	03/12/97			Pending
U.S.	BACK TO BASICS	75/255817	03/12/97			Pending
Argentina	INTENSIVES & GW Design					Unfiled-Power of Attorney being legalized
Brazil	INTENSIVES & GW Design					Filing in Process
Dominican Republic	INTENSIVES & GW Design					Unfiled-Power of Attorney being legalized
Great Britain	INTENSIVES & GW Design	2142438	08/15/97			Pending
Hong Kong	INTENSIVES & GW Design					Filing in Process
Honduras	INTENSIVES & GW Design					Unfiled-Power of Attorney being legalized

<u>Country</u>	<u>Service Mark</u>	<u>Serial No</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Status</u>
Mexico	INTENSIVES & GW Design					Filing in Process
Netherlands Antilles	INTENSIVES & GW Design					Unfiled - waiting for new Power of Attorney from a client
Panama	INTENSIVES & GW Design					Unfiled - Power of Attorney being legalized
	INTENSIVES & GW Design					Filing in Process
U.S.	ROOT INFUSION	75/410702	12/24/97			Pending
U.S.	Bottle Configuration	75/410701	12/24/97			Pending
U.S.	WETTER THAN WATER	75/377207	10/21/97			Pending
Greater London, and the Counties of East Sussex and Kent	GRAHAM WEBB INTERNATIONAL			B1501835	May 29, 1992	Registered
Greater London, and the Counties of East Sussex and Kent	GRAHAM WEBB (Service Mark)			A1502260	May 29, 1992	Registered
Greater London, and the Counties of East Sussex and Kent	GRAHAM WEBB INTERNATIONAL			B1501835	May 29, 1992	Registered
Canada	GRAHAM WEBB INTERNATIONAL			433563	September 23, 1994	Registered
Mexico	GRAHAM WEBB INTERNATIONAL			405424	February 11, 1992	Registered
US	GRAHAM WEBB			1624118	November 20, 1990	Registered
US	GRAHAM WEBB INTERNATIONAL			1638820	March 26, 1991	Registered
Chile	GRAHAM WEBB INTERNATIONAL			504.984	February 23, 1998	Registered
Benelux	GRAHAM WEBB INTERNATIONAL			483839	September 7, 1990	Registered
Denmark	GRAHAM WEBB INTERNATIONAL			VR 11.291 1992	December 11, 1992	Registered
Finland	GRAHAM WEBB INTERNATIONAL			121210	August 20, 1992	Registered
France	GRAHAM WEBB INTERNATIONAL			1635511	October 9, 1990	Registered
Ireland	GRAHAM WEBB INTERNATIONAL			B145295	March 12, 1990	Registered
Italy	GRAHAM WEBB INTERNATIONAL			0605726	October 20, 1993	Registered
Norway	GRAHAM WEBB INTERNATIONAL			152076	September 3, 1992	Registered
Spain	GRAHAM WEBB INTERNATIONAL			1587329	December 5, 1991	Registered

<u>Country</u>	<u>Service Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Status</u>
Switzerland	GRAHAM WEBB INTERNATIONAL			385318	September 20, 1991	Registered
West Germany	GRAHAM WEBB INTERNATIONAL			1 181 597	October 15, 1991	Registered
Japan	GRAHAM WEBB INTERNATIONAL			2472842	October 30, 1992	Registered
Taiwan	GRAHAM WEBB INTERNATIONAL			00533008	September 1, 1991	Registered
Taiwan	GRAHAM WEBB INTERNATIONAL			00536023	October 1, 1991	Registered

Schedule C

Graham Webb
License Agreements

1. Exclusive License Agreement between Graham Webb, individually, and Graham Webb International Limited Partnership, dated August 16, 1989.
2. Manufacturing Agreement between Tiro Industries, Incorporated and Graham Webb International, dated February 3, 1998.
3. License Agreement between Graham Webb and Larry Lundmark relating to U.S. Patent Nos. 5,041,285 and 5,227,164. (To date, Graham Webb has been unable to locate this agreement.)

SCHEDULE 4.1.20

Patents, Trademarks, Etc.

Graham Webb International Limited Partnership:

Graham Webb International Limited Partnership has commenced an action in United States District Court, District of Minnesota, Fourth Division, Civil File No. 98-603DSD/JMM, against Helene Curtis, Inc. claiming trademark infringement of its Thermosilk Therapy trademark. Helene Curtis, Inc. and Conopco, Inc. have filed a counterclaim against Graham Webb International Limited Partnership.

La Costa Products International, Inc.:

An arbitration proceeding against La Costa Products International, Inc. (the "Company") was recently commenced by L.C.P.I. Shareholders Liquidating Trust, which claims to be the successor-in-interest to La Costa Products International, a California corporation ("old LCPI"), the entity from which the Company sublicensed the rights to the La Costa marks. The Company and old LCPI are parties to a Royalty Agreement, which obligates the Company to pay certain royalties under certain circumstances. Because of disputes relating to the La Costa marks and to various parties' obligations under a series of agreements relating to the marks, the Company has not paid royalties since 1995. The arbitration proceeding commenced by L.C.P.I. Shareholders Liquidating Trust seeks to determine the amount of royalties owed by the Company and to compel the Company to pay those royalties. For the 1995, 1996 and 1997 calendar years, the Company has accrued, but not paid, royalties of approximately \$1,200,000. However, in response to the claims asserted by L.C.P.I. Shareholders Liquidating Trust in the arbitration proceeding, the Company has challenged its obligation to pay royalties, and has also asserted several third-party claims against the other entities who were or are involved in the ownership and operation of the La Costa Hotel and Spa and with the La Costa marks.

The Company also commenced its own arbitration proceeding against the entities who were or are involved in the ownership and operation of the La Costa Hotel and Spa and with the La Costa marks, including old LCPI, Sports Shinko, El Camino Properties Trust, the La Costa Hotel and Spa Partnership, and the general partners of the La Costa Hotel and Spa Partnership (Merv Adelson, Allard Roen, and Irwin Molasky). The Company is seeking monetary damages in excess of \$1,000,000 from the various entities.

Although no termination of the Company's rights to the La Costa marks has been declared, L.C.P.I. Shareholders Liquidating Trust and third-party defendants have referred on prior occasions to their rights to terminate the Company's rights to the marks in the event of breach.

Patents Trademarks, Etc.

Both arbitration proceedings are in the very early stages of the process. Arbitrators have yet to be appointed and no schedule has been established for discovery and trial. We presently believe that the arbitration proceedings will not be resolved for at least six to nine months.

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, Graham Webb International Limited Partnership, a limited partnership organized and existing under the laws of the State of Minnesota, having a place of business at 7550 France Avenue South, Suite 200 Minneapolis, Minnesota 55435 (the "Assignor"), has adopted and used and is using the trademarks (the "Trademarks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Trademarks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, _____, a _____ organized and existing under the laws of the State of _____, having a place of business at _____ (the "Assignee"), is desirous of acquiring the Trademarks and the registrations thereof and registration applications therefor;


NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Trademarks, together with (a) the registrations of and registration applications for the Trademarks, (b) the goodwill of the business symbolized by and associated with the Trademarks and the registrations thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued, arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Trademarks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this 15th day of April, 1998.

GRAHAM WEBB INTERNATIONAL LIMITED
PARTNERSHIP

By: Graham Webb International Corporation
Its: General Partner



By: Kevin P. Swanson
Its: Vice President Finance

The foregoing assignment of the Trademarks and the registration thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the _____ day of _____, 199__.

[Assignee] _____

By: _____

Title: _____

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

On this the 15 day of April, 1998, before me appeared Kevin P. Swanson, the person who signed this instrument, who acknowledged that he is the Vice President Finance of Graham Webb International Corporation, the general partner of Graham Webb International Limited Partnership and that being duly authorized he signed such instrument as a free act on behalf of Graham Webb International Limited Partnership.

Kimberly A. Chasko

Notary Public
KIMBERLY A. CHASKO, Notary Public
State of Ohio
Resident of Medina County
My Commission Expires Sept. 22, 2002

[Seal}

My commission expires: _____

Amended
Annex to Exhibit 1

Graham Webb
Trademarks

Country	Service Mark	Serial No.	Filing Date	Registration No.	Registration Date	Status
U.S.	SIMPLY NATURAL	72/432938	08/16/72	980483	03/12/74	Registered
U.S.	ENERGY LOCK	74/032722	02/26/90	1619355	10/30/90	Registered
U.S.	THERMACLAY	74/032623	02/26/90	1624373	11/27/90	Registered
U.S.	THERMACORE	74/032225	02/26/90	1668950	12/17/91	Registered
U.S.	ENERGY PLUS & Design	74/032476	02/26/90	1696741	06/23/92	Registered
U.S.	EXOTHERMIC	74/032922	02/26/90	1699676	07/07/92	Registered
U.S.	THERMAL CARE	74/032916	02/26/90	1749164	01/26/93	Registered
U.S.	VOLTAGE	74/154673	04/08/93	1776968	05/15/93	Registered
U.S.	MAGNITUDE	74/240283	01/27/92	1779438	06/29/93	Registered
Great Britain	BODACIOUS	1561757	02/08/94	1561757	11/04/94	Registered
U.S.	ICE CAP	74/032644	02/26/90	1928786	10/24/95	Registered
United States	BACK TO BASICS	74/503559	03/18/94	1947487	01/09/96	Registered
U.S.	BODACIOUS	74/802752	09/22/95	1949734	01/26/96	Registered
Great Britain	BODACIOUS	2041439	10/06/95	2041439	07/26/96	Registered
U.S.	INTENSIVES	74/733601	09/25/95	2001326	09/17/96	Registered
Australia	BACK TO BASICS	639173	08/31/94	639173	10/15/96	Registered
Canada	BACK TO BASICS	763601	09/09/94	475700	05/05/97	Registered
Canada	INTENSIVES	801576	01/12/96	481265	08/22/97	Registered
U.S.	BODACIOUS	74/707375	07/20/95	2104577	10/14/97	Registered
U.S.	MONTAGE	75/127886	07/02/96	2133321	01/27/98	Registered
Argentina	BODACIOUS					Unfiled-Power of Attorney being legalized
Brazil	BODACIOUS					Filing in Process
Canada	BODACIOUS	747043	02/07/94			Pending
Canada	BODACIOUS	801877	01/16/96			Pending
Czech Republic	BODACIOUS	Not yet available	Not yet available			Pending
Dominican Republic	BODACIOUS					Unfiled-Power of Attorney being legalized
European Community	BODACIOUS	688137	10/29/97			Pending
Hong Kong	BODACIOUS					Filing in Process
Hungary	BODACIOUS	N9800355	02/02/98			Pending
Israel	BODACIOUS	115609	10/29/97			Pending
Jordan	BODACIOUS	48061	12/10/97			Pending
Mexico	BODACIOUS					Filing in Process

Country	Service Mark	Serial No.	Filing Date	Registration No.	Registration Date	Status
Panama	BODACIOUS					Unfiled-Power of Attorney being legalized
Puerto Rico	BODACIOUS					Filing in Process
Romania	BODACIOUS	Not yet available	Not yet available			Pending
Ukraine	BODACIOUS		01/28/98			Pending
U.S.	24 CARAT					Appl. never filed
Argentina	BACK TO BASICS					Unfiled-Power of Attorney being legalized
Brazil	BACK TO BASICS					Unfiled-Power of Attorney being legalized
Czech Republic	BACK TO BASICS	126779	10/31/97			Pending
Dominican Republic	BACK TO BASICS					Unfiled-Power of Attorney being legalized
European Community	BACK TO BASICS	482737	Not yet available			Pending
Hong Kong	BACK TO BASICS					Filing in Process
Hungary	BACK TO BASICS	M9704068	11/05/97			Pending
Israel	BACK TO BASICS	115610	10/29/97			Pending
Jordan	BACK TO BASICS	48059	12/10/97			Pending
Mexico	BACK TO BASICS					Filing in Process
Puerto Rico	BACK TO BASICS					Filing in Process
Romania	BACK TO BASICS		12/10/97			Pending
Singapore	BACK TO BASICS	1107191	09/09/97			Pending
Ukraine	BACK TO BASICS	971 3548	11/06/97			Pending
South Africa	BACK TO BASICS	09703346	02/05/97			Pending
South Africa	BACK TO BASICS	07403347	02/05/97			Pending
Australia	INTENSIVES	742489	08/28/97			Pending
Czech Republic	INTENSIVES	126778	10/31/97			Pending
European Community	INTENSIVES	668194	10/29/97			Pending
Great Britain	INTENSIVES	668194	10/29/97			Pending
Hungary	INTENSIVES	M9704071	11/05/97			Pending
Israel	INTENSIVES	115611	10/29/97			Pending
Jordan	INTENSIVES	Not yet available	12/10/97			Pending
Romania	INTENSIVES		12/10/97			Pending
Singapore	INTENSIVES	1107297	09/09/97			Pending
Ukraine	INTENSIVES	971 3547	11/06/97			Pending
Argentina	MONTAGE					Unfiled-Power of Attorney being legalized

<u>Country</u>	<u>Service Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Status</u>
Brazil	MONTAGE					Filing in Process
Canada	MONTAGE	827176	10/28/96			Pending
Czech Republic	MONTAGE	Not yet available	Not yet available			Pending
Dominican Republic	MONTAGE					Unfiled-Power of Attorney being legalized
European Community	MONTAGE	668707	10/29/97			Pending
Great Britain	MONTAGE	218745	12/17/96			Pending
Hong Kong	MONTAGE					Filing in Process
Honduras	MONTAGE					Filing in Process
Hungary	MONTAGE	M9800356	02/02/98			Pending
Israel	MONTAGE	117511	02/02/98			Pending
Mexico	MONTAGE					Filing in Process
Netherlands Antilles	MONTAGE					Unfiled-waiting for new Power of Attorney from client
Panama	MONTAGE					Unfiled-Power of Attorney being legalized
Puerto Rico	MONTAGE					Filing in Process
Romania	MONTAGE	Not yet available	Not yet available			Pending
Singapore	MONTAGE	206498	03/07/98			Pending
Ukraine	MONTAGE		01/28/98			Pending
U.S.	VISIBLE CONTROL	75/255816	03/12/97			Pending
U.S.	INSTANT RECOVERY	75/211464	06/19/97			Pending
U.S.	STICK STRAIGHT	75/256127	03/12/97			Pending
U.S.	BACK TO BASICS	75/255817	03/12/97			Pending
Argentina	INTENSIVES & GW Design					Unfiled-Power of Attorney being legalized
Brazil	INTENSIVES & GW Design					Filing in Process
Dominican Republic	INTENSIVES & GW Design					Unfiled-Power of Attorney being legalized
Great Britain	INTENSIVES & GW Design	2142438	08/15/97			Pending
Hong Kong	INTENSIVES & GW Design					Filing in Process
Honduras	INTENSIVES & GW Design					Unfiled-Power of Attorney being legalized

<u>Country</u>	<u>Service Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Status</u>
Mexico	INTENSIVES & GW Design					Filing in Process
Netherlands Antilles	INTENSIVES & GW Design					Unfiled - waiting for new Power of Attorney from client
Panama	INTENSIVES & GW Design					Unfiled - Power of Attorney being legalized
	INTENSIVES & GW Design					Filing in Process
U.S.	ROOT INFUSION	75/410702	12/24/97			Pending
U.S.	Bottle Configuration	75/410701	12/24/97			Pending
U.S.	WETTER THAN WATER	75/377207	10/21/97			Pending
Greater London, and the Counties of East Sussex and Kent	GRAHAM WEBB INTERNATIONAL			B1501835	May 29, 1992	Registered
Greater London, and the Counties of East Sussex and Kent	GRAHAM WEBB (Service Mark)			A1502260	May 29, 1992	Registered
Greater London, and the Counties of East Sussex and Kent	GRAHAM WEBB INTERNATIONAL			B1501835	May 29, 1992	Registered
Canada	GRAHAM WEBB INTERNATIONAL			433553	September 23, 1994	Registered
Mexico	GRAHAM WEBB INTERNATIONAL			405424	February 11, 1992	Registered
US	GRAHAM WEBB			1624118	November 20, 1990	Registered
US	GRAHAM WEBB INTERNATIONAL			1638320	March 26, 1991	Registered
Chile	GRAHAM WEBB INTERNATIONAL			504.984	February 23, 1998	Registered
Benelux	GRAHAM WEBB INTERNATIONAL			483839	September 7, 1990	Registered
Denmark	GRAHAM WEBB INTERNATIONAL			VR 11.291 1992	December 11, 1992	Registered
Finland	GRAHAM WEBB INTERNATIONAL			121210	August 20, 1992	Registered
France	GRAHAM WEBB INTERNATIONAL			1635511	October 9, 1990	Registered
Ireland	GRAHAM WEBB INTERNATIONAL			B145295	March 12, 1990	Registered
Italy	GRAHAM WEBB INTERNATIONAL			0605726	October 20, 1993	Registered
Norway	GRAHAM WEBB INTERNATIONAL			152076	September 3, 1992	Registered
Spain	GRAHAM WEBB INTERNATIONAL			1587829	December 5, 1991	Registered

<u>Country</u>	<u>Service Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Status</u>
Switzerland	GRAHAM WEBB INTERNATIONAL			385318	September 20, 1991	Registered
West Germany	GRAHAM WEBB INTERNATIONAL			1 181 597	October 15, 1991	Registered
Japan	GRAHAM WEBB INTERNATIONAL			2472842	October 30, 1992	Registered
Taiwan	GRAHAM WEBB INTERNATIONAL			00533008	September 1, 1991	Registered
Taiwan	GRAHAM WEBB INTERNATIONAL			00536023	October 1, 1991	Registered

EXHIBIT 2

ASSIGNMENT OF PATENTS (U.S.)

WHEREAS, Graham Webb International Limited Partnership, a limited partnership organized and existing under the laws of the State of Minnesota, having a place of business at 7550 France Avenue South, Suite 200, Minneapolis, Minnesota 55435 (the "Assignor"), has adopted and used and is using the patents (the "Patents") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Patents in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, _____, a _____ organized and existing under the laws of the State of _____, having a place of business at _____ (the "Assignee"), is desirous of acquiring the Patents and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Patents, together with (a) the registrations of and registration applications for the Patents, (b) the goodwill of the business symbolized by and associated with the Patents and the registrations thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued, arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Patents or the registrations thereof or such associated goodwill

This Assignment of Patents (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Patents (U.S.) below.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this 15th day of April, 1998.

GRAHAM WEBB INTERNATIONAL LIMITED
PARTNERSHIP

By: Graham Webb International Corporation
Its: General Partner



By: Kevin P. Swanson
Its: Vice President Finance

The foregoing assignment of the Patents and the registration thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the _____ day of _____, 199__.

[Assignee] _____

By: _____

Title: _____

STATE OF OHIO

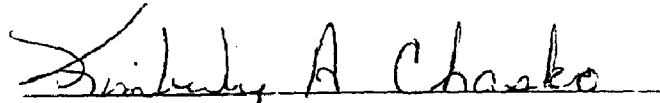
)

) ss:

COUNTY OF CUYAHOGA

)

On this the 15 day of April, 1998, before me appeared Kevin P. Swanson, the person who signed this instrument, who acknowledged that he is the Vice President Finance of Graham Webb International Corporation, the general partner of Graham Webb International Limited Partnership and that being duly authorized he signed such instrument as a free act on behalf of Graham Webb International Limited Partnership.



Notary Public

KIMBERLY A. CHASKO, Notary Public

State of Ohio

Resident of Medina County

My Commission Expires Sept. 22, 2002

My commission expires.

[Seal}

ANNEX

Registrations--

United States Patent and Trademark Office

Patents

Registration No.

Registration Date

[List chronologically in ascending numerical order]

Registrations--

United States Patent and Trademark Office

Patents

Serial No.

Filing Date

[List chronologically in ascending numerical order]