

06-18-2001

6-7-01



R. 101752782
...ION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission Document ID # _____ (Non-Recordation)

Correction of PTO Error
Reel # _____ Frame # _____

Corrective Document
Reel # _____ Frame # _____

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Change of Name

Effective Date
Month Day Year

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment).

06/15/2001 TDIAZ1 00000205 75722046

FOR OFFICE USE ONLY

1 FC:481 40.00 OP
2 FC:482 425.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

FORM PTO-1618B
Expires 06/30/99
OMB 0651-0027

Page 2

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Domestic Representative Name and Address

Enter for the First Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75/722,046"/>	<input type="text" value="76/201,013"/>	<input type="text" value="75/616,388"/>
<input type="text" value="76/226,721"/>	<input type="text" value="76/143,508"/>	<input type="text" value="76/143,502"/>
<input type="text" value="75/616,533"/>	<input type="text" value="75/533,592"/>	<input type="text" value="76/143,507"/>

<input type="text" value="1,755,357"/>	<input type="text" value="2,451,991"/>	<input type="text"/>
<input type="text" value="2,450,452"/>	<input type="text" value="1,839,444"/>	<input type="text"/>
<input type="text" value="2,429,326"/>	<input type="text" value="1,848,849"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Edward Tu
Name of Person Signing

Edward Tu
Signature

06/07/2001
Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from the Assignment).

Corporation Association

Other

Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

76/164,967	<input type="text"/>	<input type="text"/>
75/756,853	<input type="text"/>	<input type="text"/>
75/935,875	<input type="text"/>	<input type="text"/>
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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Aero Products International, Inc. a Florida corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Aero Products International, Inc. a Florida corporation ("**Borrower**"), has entered into a Credit Agreement, dated as of May 31, 2001 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, restated, supplemented, restated or otherwise modified from time to time, being the "**Credit Agreement**"), with the financial institutions named therein or party from time to time thereto (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), LaSalle Bank National Association, as Swing Line Lender and Co-Syndication Agent, BNP Paribas, as Co-Syndication Agent, and Canadian Imperial Bank of Commerce, acting through one or more of its agencies, branches or affiliates ("**CIBC**"), as administrative agent for Lenders (in such capacity, "**Secured Party**"), pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Borrower; and

WHEREAS, Borrower may from time to time enter, or may from time to time have entered, into one or more Hedge Agreements (collectively, the "**Lender Hedge Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Hedge Agreements are entered into (in such capacity, collectively, "**Hedge Providers**") in accordance with the Credit Agreement; and

WHEREAS, pursuant to the terms of a Security Agreement, dated as of May 31, 2001 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein or party from time to time thereto, Grantor has agreed to create in favor of Secured Party for the benefit of the Lenders and any Hedge Providers a perfected security interest in, and Secured Party for the benefit of the Lenders and any Hedge Providers has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party for the benefit of the Lenders and any Hedge Providers a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia,

(Grant of Trademark Security Interest)

tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the **“Trademarks”**), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the **“Trademark Registrations”**), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the **“Trademark Rights”**), and all goodwill of such Grantor’s business symbolized by the Trademarks, the Trademark Registrations or the Trademark Rights and associated therewith (the **“Associated Goodwill”**); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term **“proceeds”** includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor’s rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision (or consent to the grant of such security interest by the other party to such license, contract or agreement), the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

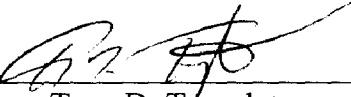
Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

(Grant of Trademark Security Interest)

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 31st day of May, 2001.

AERO PRODUCTS INTERNATIONAL, INC.,
a Florida corporation

By: 
Name: Troy D. Templeton
Its Chairman of the Board

NY1:809495

(Grant of Trademark Security Interest)

TRADEMARK
REEL: 002315 FRAME: 0088

**SCHEDULE A
TO
GRANT OF TRADEMARK AND DOMAIN NAME SECURITY INTEREST**

Borrower or
* equals [GRANTOR]

U.S. Trademarks:

Registered Owner	Trademark	Application Number/ Filing Date	Registration Number/ Registration Date
*	A WHOLE NEW WAY TO THINK ABOUT AIR	75/722,046 6/4/1999	
*	AERO	76/226,721 3/19/2001	
*	AERO		1,755,357 3/2/1993
*	AEROBED	75/616,533 1/6/1999	
*	BATH BED	76/201,013 1/29/2001	
*	BED BASICS	76/143,508 10/10/2000	
*	BED IN A MINUTE	75/558,510 9/24/1998	2,450,452 5/15/2001
*	EXTRA BED IN A MINUTE	75/533,592 8/10/1998	
*	IMAGINAIR	75/616,388 1/6/1999	
*	INSTASLEEP	76/143,502 10/10/2000	
*	MINUTE BED		2,429,326 2/20/2001
*	MINUTE CHAIR	76/143,507 10/10/2000	
*	MINUTE POOL	75/756,789 7/21/1999	2,451,991 5/15/2001
*	ONE TOUCH		1,839,444 6/14/1994
*	QUADRA COIL	76/164,967 11/14/2000	
*	QUICK POOL	75/756,853 7/21/1999	
*	ROOM IN A MINUTE	75/935,875 3/6/2000	
*	SLEEP ON AIR ANYTIME ANYWHERE		1,848,849 8/9/1994
*	THE ALL-TERRAIN BED IN A MINUTE		
*	THE COMFORTABLE, ADJUSTABLE EXTRA BED IN A MINUTE		
*	THE COMFORTABLE, ADJUSTABLE, ULTIMATE, EXTRA BED IN A MINUTE		
*	THE COTTONY, COMFORTABLE, ADJUSTABLE, EXTRA BED IN A MINUTE		

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<i>Registered Owner</i>	<i>Trademark</i>	<i>Application Number/ Filing Date</i>	<i>Registration Number/ Registration Date</i>
*	THE CUSHIONY, COMFORTABLE, ADJUSTABLE, EXTRA BED IN A MINUTE		
*	DELUXE AEROBED		
*	DURABLEND		
*	FAMILY QUICK POOL		
*	THE FAST FUN INFLATES IN MINUTES FLOAT		
*	THE FAST, FUN INFLATES IN A MINUTE POOL		
*	THE FAST, FUN INFLATES IN A MINUTE POOL LOUNGERS		
*	THE FAST, FUN INFLATES IN MINUTES POOL		
*	THE FAST, FUN INFLATES IN MINUTES TOWABLE		
*	FUN ROLLER		
*	GAME DAY MINUTE CHAIR		
*	HOME & TRAVEL BED		
*	IT'S LIKE SLEEPING ON AIR ANYTIME ANYWHERE		
*	THE LUXURIOUS, COMFORTABLE, PORTABLE BED IN A MINUTE		
*	PILLOWTOP AEROBED		
*	THE PORTABLE, DURABLE, CHILD'S BED IN A MINUTE		
*	RAISED AEROBED		
*	SLEEP AWAY BED		
*	SNOW SAUCER		
*	SNOW TOBAGGAN		
*	SUNFISH QUICK POOL		
*	THE TONS OF FUN KID'S PLAYHOUSE IN A MINUTE		
*	THE TONS OF FUN ROLLER TUBE IN A MINUTE		
*	THE TONS OF FUN SNOW SAUCER IN A MINUTE		
*	THE TONS OF FUN SNOW SLED IN A MINUTE		
*	THE TONS OF FUN SNOW TOBOGGAN IN A MINUTE		
*	TREASURE ISLAND FLOAT		
*	THE ULTIMATE FOOTBALL FAN'S CHAIR IN A MINUTE		

Foreign Trademarks:

<i>Registered Owner</i>	<i>Country</i>	<i>Trademark</i>	<i>Application Number/ Filing Date</i>	<i>Registration Number/ Registration Date</i>
*	Argentina	AERO	2,203,413 2/23/1999	
*		AERO	2,203,411 2/23/1999	
*		AEROBED	2,222,439 6/3/1999	
*		AEROBED	2,222,440 6/3/1999	
*		IMAGINAIR	2,222,441 6/3/1999	
*		IMAGINAIR	2,222,442 6/3/1999	
*	Australia	AEROBED		793911 5/12/1999
*		IMAGINAIR		793912 5/12/1999
*	Brazil	AERO	995535 2/22/1999	
*		AERO	995534 2/22/1999	
*		AEROBED	821744810 6/24/1999	
*		AEROBED	821744801 6/24/1999	
*		IMAGINAIR	821744798 6/24/1999	
*		IMAGINAIR	821744828 6/24/1999	
*	Canada	AERO	1,004,884 2/11/1999	
*		AEROBED	1,015,944 5/19/1999	
*		IMAGINAIR	1,015,945 5/19/1999	
*	Chile	IMAGINAIR		555,491 12/3/1999
*		IMAGINAIR	450,889 6/8/1999	
*	China	IMAGINAIR		1440787 9/7/2000
*		IMAGINAIR	9900053709 5/17/1999	
*	CTM	AERO	1076165 2/16/1999	
*		AEROBED		1191246 6/9/2000
*		IMAGINAIR	1191188 5/31/1999	
*	Japan	AERO		4449222 1/26/2001

<i>Registered Owner</i>	<i>Country</i>	<i>Trademark</i>	<i>Application Number/ Filing Date</i>	<i>Registration Number/ Registration Date</i>
*	Mexico	AERO		603970 3/26/1999
*		AERO		603971 3/26/1999
*		AEROBED	379925 6/21/1999	
*		AEROBED		616866 1/31/2000
*		IMAGINAIR	379887 6/21/1999	
*		IMAGINAIR		640450 1/31/2000
*	Singapore	AERO	155/99 1/8/1999	
*		AERO	156/99 1/8/1999	
*		AEROBED	157/99 1/8/1999	
*		AEROBED		T99/00158J 1/8/1999
*		IMAGINAIR	160/99 1/8/1999	
*	South Africa	AEROBED	99/7990 5/10/1999	
*		AEROBED	99/7991 5/10/1999	
*		IMAGINAIR	99/7992 5/10/1999	
*		IMAGINAIR	99/7993 5/10/1999	
*	Taiwan	AERO	(88)006804 2/12/1999	
*		AERO		882809 2/1/2000
*		AEROBED	(88)023340 5/17/1999	
*		AEROBED		888517 4/1/2000
*		IMAGINAIR		897565 7/16/2000
*		IMAGINAIR		888500 4/1/2000

INTERNET DOMAIN NAMES:

TO BE TRANSFERRED NOW:

aeroextrabed.com
aeroextrabed.net
aeroextrabedinamminute.com
familyquickpool.com
familyquickpool.net
imaginaironline.cc
imaginaironline.com
imagineair.com
imagineaireinc.com
imagineaironline.com
minutebed.cc
minutebed.com
minutebeds.net
minutechair.com
minutechair.net
sleepawaybed.com
sleepawaybed.net
thinkaero.com
thinkaero.net

TO BE TRANSFERRED POST CLOSING:

bedinamminute.com
imaginair.net
imaginaireonline.com
imaginairinc.com
thinkair.com
imaginair.co.uk
thinkaero.co.uk