

01-09-2003

Form PTO-1594 RI (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102332926

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

1. Name of conveying party(ies):
Aero Products International, Inc. **12-27-02**

Individual(s)
 General Partnership
 Corporation
 a Florida corporation
 Other

Association
 Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment
 Security Agreement
 Corporation-State
 Other: Grant of Trademark Security Interest

Merger
 Change of Name

Execution Date: December 19, 2002

2. Name and address of receiving party(ies)

Name: Canadian Imperial Bank of Commerce, as Administrative Agent

Internal Address: _____

Street Address: 425 Lexington Avenue

City: New York State: NY Zip: 10017

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

| | | |
|---------------------------------|------------|------------|
| A. Trademark Application No.(s) | | |
| 78/139,996 | 78/139,998 | 78/139,994 |
| 78/148,524 | 78/148,267 | 78/148,107 |
| 76/362,840 | 76/362,838 | 76/362,839 |
| 76/362,837 | 76/371,291 | |

Additional number(s) attached Yes No

B. Trademark Registration No.(s)

RECORDED
INDEXED
NOV 27 2002
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Nicole Herron Kolhoff, Esq.

Internal Address: _____

Street Address: O'MELVENY & MYERS LLP
400 South Hope Street

City: Los Angeles State: CA Zip: 90071-2899

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41) \$ 290.00


Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Nicole Herron Kolhoff, Esq.  December 27, 2002
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 14

01/08/2003 INVELLER 00000088 78139996

01 FC:8521
02 FC:8522

40.00 OP
250.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002645 FRAME: 0172

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, AERO PRODUCTS INTERNATIONAL, INC., a Florida corporation (the “**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 December 19, 2002 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the “**Credit Agreement**”) with the several Lenders from time to time party thereto (the “**Lenders**”), Canadian Imperial Bank of Commerce, as administrative agent for the Lenders (in such capacity, the “**Administrative Agent**”), Wachovia Bank, National Association, as syndication agent (in such capacity, the “**Syndication Agent**”), Antares Capital Corporation, General Electric Capital Corporation and The Royal Bank of Scotland plc, as co-documentation agents (in such capacity, the “**Co-Documentation Agents**”), and CIBC World Markets Corp. and Wachovia Securities, Inc. as lead arrangers and joint bookrunners (in such capacities, the “**Lead Arrangers**” and “**Joint Bookrunners**”) 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, the Borrower may from time to time enter, or may from time to time have entered, into one or more Interest Rate Agreements (collectively, the “**Lender Interest Rate Agreements**”) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Interest Rate Agreements are entered into (in such capacity, collectively, “**Interest Rate Exchangers**”); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of December 19, 2002 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantor, its Domestic Subsidiaries, Aero Products Finance, Inc., the Administrative Agent and the other grantors named therein, the Grantor has agreed to create in favor of the Administrative Agent, as agent for the Agents, the Issuing Lenders, the Lenders, the and Interest Rate Exchangers and certain other parties entitled to payment of the Secured Obligations, a secured and protected interest in, and the Administrative Agent has agreed to become a secured creditor with respect to, the Trademarks and Trademark Licenses and the Proceeds thereof;

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, the Grantor hereby grants to the Administrative Agent a security interest in all of the Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantors now or hereafter acquires an interest and wherever the same may be located:

- (i) (a) all registered trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, slogans,

logos, certification marks, trade dress, uniform resource locators (URLs), domain names, and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise, including, without limitation, any thereof referred to in Schedule A hereto, and (b) all renewals thereof (the "Trademarks");

(ii) any agreement, whether written or oral, providing for the grant by or to Grantor of any right to use any Trademark, including, without limitation, any thereof referred to in Schedule A hereto (the "Trademark Licenses"); and

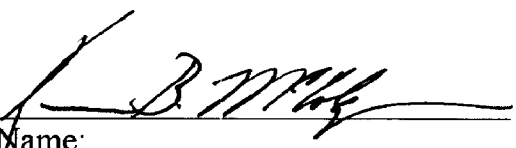
(iii) all "proceeds", as such term is defined in Section 9-102 of the Code or under other relevant law and, to the extent not included in such definition, shall include, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty or letter of credit payable to any Grantor, from time to time with respect to any of the foregoing Trademarks or Trademark Licenses, (b) all payments (in any form whatsoever) paid or payable to any Grantor from time to time in connection with any taking of all or any part of the Trademarks or Trademark Licenses by any Governmental Authority or any Person acting under color of Governmental Authority, (c) all judgments in favor of any Grantor in respect of the Trademarks or Trademark Licenses and (d) all other amounts from time to time paid or payable or received or receivable under or in connection with any of the Trademarks or Trademark Licenses (the "Proceeds").

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks and Trademark Licenses and the Proceeds 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.

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IN WITNESS WHEREOF, the Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 19 day of December, 2002.

AERO PRODUCTS INTERNATIONAL, INC.

By: 
Name: _____
Title: _____

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

| <u>Registered Owner</u> | United States Trademark <u>Description</u> | Registration <u>Number</u> | Registration <u>Date</u> |
|-------------------------|--|-------------------------------|-----------------------------|
| | See | attached | |

U.S. TRADEMARKS

| Priority | Serial No. | Filing Date | Reg No. | Reg Date | Goods | Status |
|----------|------------|-------------|-----------|-----------|--|------------|
| | 75/722,075 | 6/4/1999 | 2,429,326 | 2/20/2001 | 20-INFLATABLE BEDDING AND MATTRESSES FOR INDOOR AND OUTDOOR USE 28-INFLATABLE MATTRESSES AND INFLATABLE FLOAT MATTRESSES FOR RECREATIONAL USE | Registered |
| | 74/270,415 | 4/28/1992 | 1,839,444 | 6/14/1994 | 20-INFLATABLE FURNITURE AND MATTRESSES WITH ADJUSTABLE INFLATION CONTROL ALL SOLD AS A UNIT FOR INDOOR AND OUTDOOR USE 28-INFLATABLE MATTRESSES WITH ADJUSTABLE INFLATION CONTROL ALL SOLD AS A UNIT FOR RECREATIONAL USE | Registered |
| | 76/143,502 | 10/10/2000 | | | 20-INFLATABLE MATTRESSES FOR INDOOR AND OUTDOOR USE 28-INFLATABLE MATTRESSES FOR RECREATIONAL USE | Pending |
| | 76/143,507 | 10/10/2000 | | | 20-INFLATABLE FURNITURE | Abandoned |
| | 75/756,789 | 7/21/1999 | 2,451,991 | 5/15/2001 | 28-INFLATABLE PLAY SWIMMING POOLS; INFLATABLE POOLS FOR RECREATIONAL USE | Registered |
| | 76/362,447 | 1/16/2002 | | | 20-INFLATABLE BEDDING AND MATTRESSES FOR INDOOR AND OUTDOOR USE 28-INFLATABLE MATTRESSES FOR RECREATIONAL USE | Pending |
| | 76/164,967 | 11/14/2000 | | | 20-SUPPORT STRUCTURES FOR INFLATABLE MATTRESSES FOR INDOOR AND OUTDOOR USE 28-SUPPORT STRUCTURES FOR INFLATABLE MATTRESSES FOR RECREATIONAL USE | Pending |
| | 75/756,853 | 7/21/1999 | | | 28-INFLATABLE SWIMMING POOLS; INFLATABLE POOLS FOR RECREATIONAL USE | Abandoned |
| | 76/362,449 | 1/16/2002 | | | 20-INFLATABLE BEDDING AND MATTRESSES FOR INDOOR AND OUTDOOR USE 28-INFLATABLE MATTRESSES FOR RECREATIONAL USE | Pending |
| | 75/935,875 | 3/6/2000 | | | 20-INFLATABLE MATTRESSES FOR INDOOR AND OUTDOOR USE; INFLATABLE FURNITURE 28-INFLATABLE MATTRESSES FOR RECREATIONAL USE | Abandoned |
| | 76/362,448 | 1/16/2002 | | | 20-INFLATABLE BEDDING AND MATTRESSES FOR INDOOR AND OUTDOOR USE | Pending |

| Trademark | Serial No | Filing Date | Reg No | Reg Date | Goods | Status |
|------------------------------------|------------|-------------|-----------|-----------|---|------------|
| | | | | | 28-INFLATABLE MATTRESSES FOR RECREATIONAL USE | |
| SLEEP ON AIR ANYTIME ANYWHERE | 74/327,989 | 11/3/1992 | 1,848,849 | 8/9/1994 | 20-INFLATABLE FURNITURE FOR INDOOR, OUTDOOR AND RECREATIONAL USE, SLEEPING BAGS, AND AIR MATTRESSES FOR CAMPING 28-AIR MATTRESSES FOR RECREATIONAL USE | Registered |
| AIR REST | 74/327,990 | 11/3/1992 | | | 20-INFLATABLE FURNITURE FOR INDOOR, OUTDOOR AND RECREATIONAL USE, SLEEPING BAGS, AND AIR MATTRESSES FOR CAMPING | Abandoned |
| A WHOLE NEW WAY TO THINK ABOUT AIR | 75/722,046 | 6/4/1999 | | | 20-INFLATABLE BEDDING, MATTRESSES, PADS AND CUSHIONS; INFLATABLE FURNITURE 28-INFLATABLE MATTRESSES, PADS, AND FLOAT MATTRESSES FOR RECREATIONAL USE; INFLATABLE SWIMMING POOLS; INFLATABLE POOLS FOR RECREATIONAL USE; INFLATABLE PLAY SWIMMING POOLS | Pending |
| AERO | 76/226,721 | 3/19/2001 | | | 24-based on use - MATTRESS AND BED PADS; MATTRESS AND BED COVERS based on intent to use - PILLOW CASES, BLANKETS, SPREADS, LINENS, SHEETS, DUST RUFFLES | Pending |
| AERO | 74/270,121 | 4/28/1992 | 1,755,357 | 3/2/1993 | 20-INFLATABLE FURNITURE AND BEDDING FOR INDOOR, OUTDOOR AND RECREATIONAL USE; AIR MATTRESSES FOR CAMPING; SLEEPING BAGS 28-AIR MATTRESSES FOR RECREATIONAL USE | Registered |
| AEROBED | 75/616,533 | 1/6/1999 | | | 20-INFLATABLE BEDDING AND MATTRESSES FOR INDOOR AND OUTDOOR USE | Pending |
| BATH BED | 76/201,013 | 1/29/2001 | | | 28-INFLATABLE MATTRESSES FOR RECREATIONAL USE 27-INFLATABLE MATS | Abandoned |
| BED BASICS | 76/143,508 | 10/10/2000 | | | 20-INFLATABLE MATTRESSES FOR INDOOR AND OUTDOOR USE; BED FRAMES 24-BED BLANKETS, BED SPREADS, BED LINENS, BED COVERS MADE OF CLOTH, BED SHEETS AND DUST RUFFLES | Pending |
| BED IN A MINUTE | 75/558,510 | 9/24/1998 | 2,450,452 | 5/15/2001 | 20-INFLATABLE BEDDING AND MATTRESSES FOR INDOOR AND OUTDOOR USE | Registered |

| Model No. | Serial No. | Acq. Date | Serial No. | Reg. Date | Goods | Status |
|------------------------------------|------------|-----------|------------|-----------|--|-----------|
| | | | | | 28-INFLATABLE MATTRESSES FOR RECREATIONAL USE | |
| EXTRA BED IN A MINUTE | 75/533,592 | 8/10/1998 | | | 20-INFLATABLE BEDDING AND MATTRESSES FOR INDOOR AND OUTDOOR USE | Abandoned |
| FAMILY QUICK POOL | 76/362,339 | 1/16/2002 | | | 28-INFLATABLE MATTRESSES FOR RECREATIONAL USE | Pending |
| FAST FLOW UNI-CHANNEL CONSTRUCTION | 76/371,291 | 2/15/2002 | | | 20-INFLATABLE SWIMMING POOLS; INFLATABLE POOLS FOR RECREATIONAL USE | Pending |
| IMAGINAIR | 75/616,388 | 1/6/1999 | | | 20-SUPPORT STRUCTURES FOR INFLATABLE MATTRESSES FOR INDOOR AND OUTDOOR USE | Pending |
| SCORCHER | 78/139,996 | 6/28/2002 | | | 28-SUPPORT STRUCTURES FOR INFLATABLE MATTRESSES FOR RECREATIONAL USE | Pending |
| SCORPION | 78/139,998 | 6/28/2002 | | | 20-INFLATABLE BEDDING AND MATTRESSES FOR INDOOR AND OUTDOOR USE | Pending |
| AERO SPORTS | 78/148,267 | 7/29/2002 | | | 28-INFLATABLE MATTRESSES FOR RECREATIONAL USE | Pending |
| YELLOW JACKET | 78/139,994 | 6/28/2002 | | | 28-INFLATABLE MATTRESSES OR PADS FOR RECREATIONAL OR CAMPING USE; INFLATABLE SWIMMING POOLS; INFLATABLE POOLS FOR RECREATIONAL USE; INFLATABLE PLAY SWIMMING POOLS | Pending |
| SLEEP AWAY BED | 76/362,837 | 1/25/2002 | | | 28 - INFLATABLE WATER SKI TOWABLES | Pending |
| RAISED AEROBED | 76/362,838 | 1/25/2002 | | | 28 - INFLATABLE WATER SKI TOWABLES | Pending |
| PILLOWTOP AEROBED | 76/362,839 | 1/25/2002 | | | 28 - SLEEPING BAGS; INFLATABLE MATTRESSES FOR RECREATIONAL USE; INFLATABLE WATER SKI TOWABLES; AIR PUMPS FOR INFLATABLE MATTRESSES AND INFLATABLE WATER SKI TOWABLES | Pending |
| | | | | | 28 - INFLATABLE WATER SKI TOWABLES | Pending |
| | | | | | 20 - INFLATABLE BEDDING AND MATTRESSES FOR INDOOR AND OUTDOOR USE | Pending |
| | | | | | 28 - INFLATABLE MATTRESSES FOR RECREATIONAL USE | Pending |
| | | | | | 20 - INFLATABLE BEDDING AND MATTRESSES FOR INDOOR AND OUTDOOR USE | Pending |
| | | | | | 28 - INFLATABLE MATTRESSES FOR RECREATIONAL USE | Pending |
| | | | | | 20 - INFLATABLE BEDDING AND MATTRESSES FOR INDOOR AND OUTDOOR USE | Pending |
| | | | | | 28 - INFLATABLE MATTRESSES FOR RECREATIONAL USE | Pending |

| Country | Trademark | Serial No. | Filing Date | Reg. No. | Reg. Date | Goods | Status |
|---------|-------------------|------------|-------------|----------|-----------|---|---------|
| | FAMILY QUICK POOL | 76/362,840 | 1/25/2002 | | | 20 - INFLATABLE SWIMMING POOLS; INFLATABLE POOLS FOR RECREATIONAL USE | Pending |
| | COMFORT CAMP BAG | 78/148,524 | 7/29/2002 | | | 28 - SLEEPING BAGS CONTAINING INFLATABLE MATTRESSES | Pending |
| | AERO | 78/148,107 | 7/26/2002 | | | 3 - CLEANSERS FOR INFLATABLE AIR MATTRESSES AND INFLATABLE SWIMMING POOLS | Pending |

INTERNATIONAL TRADEMARKS

| Country | Status | Trademark | Applic. No. | Filing Date | Reg. No. | Reg. Date | Class | Goods |
|-----------|------------|-----------|-------------|-------------|----------|-----------|--------|---|
| Argentina | Registered | AERO | 2203411 | 2/23/1999 | 1867858 | 4/18/2002 | 28 | INFLATABLE MATTRESSES OR PADS FOR RECREATIONAL OR CAMPING USE; INFLATABLE SWIMMING POOLS; INFLATABLE POOLS FOR RECREATIONAL USE; INFLATABLE PLAY SWIMMING POOLS; INFLATABLE PLAY TENTS; INFLATABLE PLAY HOUSES; INFLATABLE PLAY PENS; INFLATABLE SLEDS FOR RECREATIONAL USE (SNOW); INFLATABLE TOYS, BOATING TOYS, SNOW TOYS, BEACH TOYS AND RIDE-ON TOYS; INFLATABLE SUN UMBRELLAS |
| Argentina | Registered | AERO | 2203413 | 2/23/1999 | 1838164 | 7/24/2001 | 20 | |
| Argentina | Registered | AEROBED | 2222439 | 6/3/1999 | 1858219 | 1/16/2002 | 20 | |
| Argentina | Registered | AEROBED | 2222440 | 6/3/1999 | 1802248 | 8/15/2000 | 28 | INFLATABLE MATTRESSES, CUSHIONS OR PADS FOR RECREATIONAL OR CAMPING USE |
| Australia | Pending | AERO | 922518 | 8/7/2002 | | | 20, 28 | CLASS 20: INFLATABLE FURNITURE AND BEDDING FOR INDOOR, OUTDOOR AND RECREATIONAL USE CLASS 28: AIR MATTRESSES FOR CAMPING; SLEEPING BAGS; AND INFLATABLE SWIMMING POOLS |

| Country | Status | Trademark | Appl. No. | Filing Date | Reg. No. | Reg. Date | Class | Goods |
|-----------|------------|-----------|-----------|-------------|-----------|-----------|--------|---|
| Australia | Pending | AERO | New | 11/27/2002 | | | 28 | BEDDING FOR INDOOR, OUTDOOR AND RECREATIONAL USE; AIR MATTRESSES FOR CAMPING; SLEEPING BAGS. |
| Australia | Registered | AEROBED | 793911 | 5/12/1999 | 793911 | 1/7/2000 | 20, 28 | CLASS 20: INFLATABLE BEDDING PRODUCTS IN THIS CLASS INCLUDING BUT NOT LIMITED TO INFLATABLE MATTRESSES, CUSHIONS, PADS, PILLOWS AND SOFA BEDS; INFLATABLE MATTRESSES AND INFLATABLE PADS FOR CAMPING USE CLASS 28: INFLATABLE PRODUCTS IN THIS CLASS INCLUDING BUT NOT LIMITED TO INFLATABLE MATTRESSES, CUSHIONS OR PADS FOR RECREATIONAL USE |
| Australia | Registered | IMAGINAIR | 793912 | 5/12/1999 | 793912 | 1/7/2000 | 20, 28 | CLASS 20: INFLATABLE PRODUCTS IN THIS CLASS INCLUDING BUT NOT LIMITED TO INFLATABLE BEDDING, MATTRESSES AND PILLOWS; INFLATABLE FURNITURE; INFLATABLE MATTRESSES AND INFLATABLE PADS FOR CAMPING USE CLASS 28: INFLATABLE PRODUCTS IN THIS CLASS INCLUDING |
| Brazil | Transfer | AERO | 821425110 | 2/22/1999 | | | 20 | |
| Brazil | Pending | AERO | 821425102 | 2/22/1999 | | | 28 | INFLATABLE MATTRESSES OR PADS FOR RECREATIONAL OR CAMPING USE; INFLATABLE SWIMMING POOLS; INFLATABLE POOLS FOR RECREATIONAL USE; INFLATABLE PLAY SWIMMING POOLS; INFLATABLE PLAY TENTS; INFLATABLE PLAY HOUSES; INFLATABLE PLAY PENS; INFLATABLE SLEDS FOR RECREATIONAL USE (SNOW); INFLATABLE TOYS, BOATING TOYS, SNOW TOYS, BEACH TOYS AND RIDE-ON TOYS; INFLATABLE SUN UMBRELLAS |
| Brazil | Pending | AEROBED | 821744801 | 6/24/1999 | | | 28 | |
| Brazil | Pending | AEROBED | 821744810 | 6/24/1999 | | | 20 | INFLATABLE BEDDING, MATTRESSES, CUSHIONS, PADS, PILLOWS AND SOFA BEDS |
| Canada | Registered | AERO | 1004884 | 2/11/1999 | TMA553645 | 11/9/2001 | | INFLATABLE BEDDING, PADS OR MATTRESSES FOR INDOOR OUTDOOR RECREATIONAL OR |

| Country | Status | Trademark | App'n No. | Filing Date | Reg. No. | Reg. Date | Class | Goods |
|---------|------------|-----------|------------|-------------|----------|------------|-------|--|
| | | | | | | | | CAMPING USE; INFLATABLE FURNITURE; INFLATABLE SWIMMING POOLS; INFLATABLE POOLS FOR RECREATIONAL USE; AND INFLATABLE PLAY SWIMMING POOLS |
| Canada | Pending | AEROBED | 1015944 | 5/19/1999 | | | | INFLATABLE FURNITURE AND BEDDING FOR INDOOR, OUTDOOR AND RECREATIONAL USE; AIR MATTRESSES FOR CAMPING; SLEEPING BAGS; AIR MATTRESSES FOR RECREATIONAL USE |
| Chile | Registered | IMAGINAIR | 450889 | 6/8/1999 | 555482 | 11/18/1999 | 28 | INFLATABLE BEDDING, MATTRESSES AND SOFA BEDS ALL INFLATABLE PRODUCTS COMPRISED IN CLASS 28 INCLUDING BUT NOT LIMITED TO INFLATABLE MATTRESSES, SLEEPING BAGS, CUSHIONS OR PADS FOR RECREATIONAL OR CAMPING USE; INFLATABLE POOLS FOR RECREATIONAL USE; INFLATABLE PLAY SWIMMING POOLS; INFLATABLE PLAY TENTS; INFLATABLE PLAY HOUSES; INFLATABLE PLAY PENS; INFLATABLE SNOW SLEDS FOR RECREATIONAL USE; INFLATABLE TOYS, BOATING TOYS, SNOW TOYS, EACH TOYS AND RIDE-ON TOYS AND INFLATABLE SUN UMBRELLAS |
| Chile | Registered | IMAGINAIR | 450888 | 6/8/1999 | 555491 | 11/18/1999 | 20 | ALL INFLATABLE PRODUCTS COMPRISED IN CLASS 20 INCLUDING BUT NOT LIMITED TO INFLATABLE BEDDING, MATTRESSES, SLEEPING BAGS, CUSHIONS, PADS AND PILLOWS; INFLATABLE FURNITURE AND SOFA BEDS |
| China | Registered | IMAGINAIR | 9900053709 | 5/17/1999 | 1481116 | 11/28/2000 | 28 | INFLATABLE SWIMMING POOLS, INFLATABLE POOLS FOR RECREATIONAL USE, INFLATABLE PLAY SWIMMING POOLS INFLATABLE PLAY TENTS, INFLATABLE PLAY HOUSES, INFLATABLE PLAY PENS, INFLATABLE SLEDS FOR RECREATIONAL USE (SNOW), INFLATABLE TOYS, BOATING TOYS, SNOW TOYS, BEACH |

| Country | Status | Trademark | App'n No. | Filing Date | Reg No. | Reg Date | Class | Goods |
|--------------------|------------|-----------|------------|-------------|------------|-----------|--------|--|
| China | Registered | IMAGINAIR | 9900053708 | 5/17/1999 | 1440787 | 9/7/2000 | 20 | TOYS, RIDE-ON TOYS INFLATABLE MATTRESSES, INFLATABLE CUSHIONS, INFLATABLE PADS, INFLATABLE PILLOWS, INFLATABLE FURNITURE, INFLATABLE COUCHES, INFLATABLE CHAIRS, INFLATABLE TABLES, INFLATABLE SOFAS, INFLATABLE SOFA BEDS |
| European Community | Published | AERO | 1076165 | 2/16/1999 | | | 20, 28 | CLASS 20: INDOOR, OUTDOOR OR RECREATIONAL USE CLASS 28: INFLATABLE PLAY TENTS |
| European Community | Registered | AEROBED | 1191246 | 5/31/1999 | 1191246 | 6/9/2000 | 20, 28 | CLASS 20: INFLATABLE BEDDING, MATTRESSES AND SOFA BEDS CLASS 28: INFLATABLE MATTRESSES FOR RECREATIONAL OR OUTDOOR OR CAMPING USE |
| Japan | Registered | AERO | 11-012284 | 2/15/1999 | 4449222 | 1/26/2001 | 20 | INFLATABLE BEDDING, MATTRESSES AND PILLOWS; CUSHIONS; SQUARE FLOOR CUSHIONS; PILLOWS; MATTRESSES; INFLATABLE FURNITURE, AND OTHER FURNITURE |
| Mexico | Registered | AERO | 364515 | 2/22/1999 | 603970 | 3/26/1999 | 20 | NEEDS TRANSLATION |
| Mexico | Registered | AERO | 364516 | 2/22/1999 | 603971 | 3/26/1999 | 28 | NEEDS TRANSLATION |
| Mexico | Registered | AEROBED | 379888 | 6/21/1999 | 616866 | 1/31/2000 | 20 | NEEDS TRANSLATION |
| Mexico | Registered | AEROBED | 379926 | 6/21/1999 | 622875 | 9/17/1999 | 28 | NEEDS TRANSLATION |
| Mexico | Registered | IMAGINAIR | 379886 | 6/21/1999 | 640450 | 1/31/2000 | 20 | INFLATABLE BEDDING, MATTRESSES, CUSHIONS, PADS AND PILLOWS; INFLATABLE FURNITURE AND SOFA BEDS |
| Singapore | Pending | AERO | 155/99 | 1/8/1999 | | | 20 | |
| Singapore | Published | AERO | T99/00156D | 1/8/1999 | T99/00156D | | 28 | INFLATABLE MATTRESSES OR PADS FOR RECREATIONAL OR CAMPING USE; INFLATABLE SWIMMING POOLS; INFLATABLE POOLS FOR RECREATIONAL USE; INFLATABLE PLAY SWIMMING POOLS; INFLATABLE PLAY TENTS; INFLATABLE PLAY HOUSES; INFLATABLE PLAY PENS; INFLATABLE SLEDS FOR RECREATIONAL USE (SNOW); INFLATABLE TOYS. BOATING |

| Country | State | Trademark | App. No. | Filing Date | Reg. No. | Reg. Date | Class | Goods |
|--------------|------------|-----------|------------|-------------|------------|------------|-------|---|
| | | | | | | | | TOYS, SNOW TOYS, BEACH TOYS AND RIDE-ON TOYS; INFLATABLE SUN UMBRELLA; ALL INCLUDED IN CLASS 28 |
| Singapore | Registered | AEROBED | 157/99 | 1/8/1999 | T99/00157B | 1/8/1999 | 20 | INFLATABLE BEDDING AND MATTRESSES FOR INDOOR, OUTDOOR AND RECREATIONAL USE; ALL INCLUDED IN CLASS 20 |
| Singapore | Registered | AEROBED | 158/99 | 1/8/1999 | T99/00158J | 1/8/1999 | 28 | INFLATABLE MATTRESSES FOR RECREATIONAL USE; ALL INCLUDED IN CLASS 28 |
| Singapore | Registered | IMAGINAIR | 159/99 | 1/8/1999 | T99/00159I | 1/11/2002 | 28 | INFLATABLE MATTRESSES OR PADS FOR RECREATIONAL OR CAMPING USE; INFLATABLE SWIMMING POOLS; INFLATABLE POOLS FOR RECREATIONAL USE; INFLATABLE PLAY SWIMMING POOLS; INFLATABLE PLAY TENTS; INFLATABLE PLAY HOUSES; INFLATABLE PLAY PENS; INFLATABLE SLEDS FOR RECREATIONAL USE (SNOW); INFLATABLE TOYS, BOATING TOYS, SNOW TOYS, BEACH TOYS AND RIDE-ON TOYS; INFLATABLE SUN UMBRELLAS; ALL INCLUDED IN CLASS 28 |
| Singapore | Registered | IMAGINAIR | 160/99 | 1/8/1999 | T99/00160B | 12/12/2000 | 20 | INFLATABLE BEDDING AND MATTRESSES FOR INDOOR, OUTDOOR AND RECREATIONAL USE; INFLATABLE FURNITURE; ALL INCLUDED IN CLASS 20 |
| South Africa | Pending | AEROBED | 99/07990 | 5/10/1999 | | | 20 | INFLATABLE BEDDING AND MATTRESSES AND SOFA BEDS |
| South Africa | Pending | AEROBED | 99/07991 | 5/10/1999 | | | 28 | INFLATABLE MATTRESSES FOR RECREATIONAL USE |
| Taiwan | Registered | AERO | (88)006799 | 2/12/1999 | 882809 | 2/1/2000 | 28 | INFLATABLE MATTRESSES, CUSHIONS OR PADS FOR USE ON WATER; INFLATABLE SWIMMING POOLS; INFLATABLE POOLS FOR RECREATIONAL USE; INFLATABLE PLAY SWIMMING POOLS; INFLATABLE PLAY TENTS; INFLATABLE PLAY HOUSES; INFLATABLE PLAY PENS; INFLATABLE SLEDS FOR RECREATIONAL USE (SNOW); INFLATABLE TOYS, BOATING TOYS, SNOW TOYS, BEACH TOYS AND RIDE-ON |

| Country | Status | Trademark | App'n No. | Filing Date | Reg. No. | Reg. Date | Class | Goods |
|---------|------------|-----------|------------|-------------|----------|------------|-------|---|
| | | | | | | | | INFLATABLE CHILD TOYS SHAPED IN THE FORM OF BOATS OR ANIMALS OR FOR FLOATING ON WATER; INFLATABLE TOY UMBRELLAS |
| Taiwan | Registered | AERO | (88)006804 | 2/12/1999 | 917012 | 12/1/2000 | 20 | INFLATABLE MATTRESSES, COUCHES, CHAIRS, TABLES, SOFAS, AND SOFA BEDS |
| Taiwan | Registered | AEROBED | (88)023340 | 5/17/1999 | 920289 | 12/16/2000 | 20 | INFLATABLE MATTRESSES AND SOFA BEDS |
| Taiwan | Registered | AEROBED | (88)023339 | 5/17/1999 | 888517 | 4/1/2000 | 28 | INFLATABLE MATTRESSES FOR USE ON WATER |
| Taiwan | Registered | IMAGINAIR | (88)023338 | 5/17/1999 | 897565 | 7/16/2000 | 20 | INFLATABLE MATTRESSES, CUSHIONS, PADS AND PILLOWS; COUCHES, CHAIRS, TABLES, SOFAS AND SOFA BEDS |
| Taiwan | Registered | IMAGINAIR | (88)023337 | 5/17/1999 | 888500 | 4/1/2000 | 28 | INFLATABLE MATTRESSES, CUSHIONS OR PADS FOR USE ON WATER; INFLATABLE SWIMMING POOLS; INFLATABLE POOLS FOR RECREATIONAL USE; INFLATABLE PLAY SWIMMING POOLS; INFLATABLE PLAY TENTS; INFLATABLE PLAY HOUSES; INFLATABLE PLAY PENS; INFLATABLE SLEDS FOR RECREATIONAL USE (SNOW); INFLATABLE TOYS, BOATING TOYS, SNOW TOYS, BEACH TOYS AND INFLATABLE CHILD TOYS SHAPED IN THE FORM OF BOATS OR ANIMALS OR FOR FLOATING ON WATER; INFLATABLE TOY UMBRELLAS |