

12/27/03

12-30-2003

FORM PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

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



Tab settings

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

1. Name of conveying party(ies):

Kelsyus, LLC

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other limited liability company

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 12/11/2003

2. Name and address of receiving party(ies)

Name: Bank of America, N.A.

Internal Address:

Street Address: 1 Commercial Place

City: Norfolk State: VA Zip: 23510

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other U.S. national banking association

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document for assignment)

Additional Name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s) 78/249,797; 76/280,409; 76/975,626

B. Trademark Registration No.(s) 2,602,231; 2,378,686

Additional numbers attached? Yes No

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

Name: Thomas E. duB. Fauls, Esquire

Internal Address:

Troutman Sanders LLP

Street Address: P.O. Box 1122

City: Richmond State: VA Zip: 23218-1122

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$140.00

- 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

Kelsyus, LLC By Swimways Corp. its Sole Member

David A. Arius Name of Person Signing

By: [Signature] Signature

12-5-03 Date

Total number of pages including cover sheet, attachments, and documents:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, P.O. Box 1450, Mail Stop Assignment Recordation Services Alexandria, VA 22313-1450

#1212744

TRADEMARK REEL: 002887 FRAME: 0220

OFFICE OF THE COMMISSIONER OF PATENTS AND TRADEMARKS FINANCE SECTION 12/29/2003 10:00 AM 12/29/2003 LUMELLER 0000196 702/9797 40.00 100.00 01 FC-1521 02 FC-1522

Security Agreement

Bank/Secured Party: Bank of America, N.A. Banking Center: 1 Commercial Place Norfolk, Virginia 23510	Debtor(s)/Pledgor(s): Kelsyus, LLC 5816 Ward Court Virginia Beach, Virginia 23455-3313 State of Organization: Virginia Organizational ID No.: S109334-5
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[This Security Agreement ("Agreement") contains some provisions preceded by boxes. If a box is marked, the provision applies to this transaction. If it is not marked, the provision does not apply to this transaction.]

1. Security Interest. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Debtor/Pledgor (hereinafter referred to as "Debtor") assigns and grants to Bank (also known as "Secured Party"), a security interest and lien in the Collateral (hereinafter defined) to secure the payment and the performance of the Obligation (hereinafter defined).

2. Collateral. A security interest is granted in the following collateral described in this Item 2, wherever located (the "Collateral"):

A. Types of Collateral.

Accounts. Any and all accounts and other rights of Debtor to the payment for goods sold or leased or for services rendered whether or not earned by performance, contract rights, book debts, checks, notes, drafts, instruments, chattel paper, acceptances, and any and all amounts due to Debtor from a factor or other forms of obligations and receivables, now existing or hereafter arising out of the business of Debtor.

Inventory. Any and all of Debtor's goods held as inventory, whether now owned or hereafter acquired, including without limitation, any and all such goods held for sale or lease or being processed for sale or lease in Debtor's business, as now or hereafter conducted, including all materials, goods and work in process, finished goods and other tangible property held for sale or lease or furnished or to be furnished under contracts of service or used or consumed in Debtor's business, along with all documents (including documents of title) covering such inventory.

Equipment. Any and all of Debtor's goods held as equipment including, without limitation, all machinery, tools, dies, furnishings, or fixtures, wherever located, whether now owned or hereafter acquired, together with all increases, parts, fittings, accessories, equipment, and special tools now or hereafter affixed to any part thereof or used in connection therewith.

Fixtures. Any and all of Debtor's goods held as fixtures, wherever located, whether now existing or hereafter acquired.

Instruments and Documents. Any and all of Debtor's instruments, documents, and other writings of any type, whether now owned or hereafter acquired, including, without limitation, negotiable instruments, promissory notes, and documents of title owned or to be owned by Debtor, certificates of deposit, and all liens, security agreements, leases and other contracts securing or otherwise relating to any of said instruments or documents.

General Intangibles. Any and all of Debtor's general intangibles, whether now owned or hereafter acquired by Debtor or used in Debtor's business currently or hereafter, including, without limitation, all payment intangibles, patents, trademarks, service marks, trade secrets, copyrights and exclusive licenses (whether issued or pending), literary rights, contract rights and all documents, applications, materials and other matters related

thereto, all inventions, all manufacturing, engineering and production plans, drawings, specifications, processes and systems, all trade names, goodwill, letter-of-credit rights and all chattel paper, documents and instruments relating to such general intangibles, including without limitation the patents and trademarks described on Schedule 1 attached hereto and made a part hereof.

Deposit Accounts. Any and all of Debtor's deposit accounts, whether now existing or hereafter established, including, without limitation, all demand, time, savings, passbook or similar accounts, whether maintained with Bank or otherwise.

Investment Property. Any and all of Debtor's investment property, whether now existing or hereafter acquired, including, without limitation, all securities, whether certificated or uncertificated, security entitlements, securities accounts, commodity contracts and commodity accounts.

Chattel Paper. Any and all of Debtor's chattel paper, whether now owned or hereafter acquired, including electronic chattel paper.

Letter-of-Credit Rights. Any and all of Debtor's letter-of-credit rights, whether now owned or hereafter acquired, including rights to payment or performance under a letter of credit, whether or not Debtor, as beneficiary, has demanded or is entitled to demand payment or performance.

Other. _____

B. Substitutions, Proceeds and Related Items. Any and all substitutes and replacements for, accessions, attachments and other additions to, tools, parts and equipment now or hereafter added to or used in connection with, and all cash or non-cash proceeds and products of, and all supporting obligations relating to the Collateral (including, without limitation, all income, benefits and property receivable, received or distributed which results from any of the Collateral, such as dividends payable or distributable in cash, property or stock; insurance distributions of any kind related to the Collateral, including, without limitation, returned premiums, interest, premium and principal payments; redemption proceeds and subscription rights; and shares or other proceeds of conversions or splits of any securities in the Collateral); any and all choses in action and causes of action of Debtor, whether now existing or hereafter arising, relating directly or indirectly to the Collateral (whether arising in contract, tort or otherwise and whether or not currently in litigation); all certificates of title, manufacturer's statements of origin, other documents, accounts and chattel paper, whether now existing or hereafter arising directly or indirectly from or related to the Collateral; all warranties, wrapping, packaging, advertising and shipping materials used or to be used in connection with or related to the Collateral; all of Debtor's books, records, data, plans, manuals, computer software, computer tapes, computer systems, computer disks, computer programs, source codes and object codes containing any information, pertaining directly or indirectly to the Collateral and all rights of Debtor to retrieve data and other information pertaining directly or indirectly to the Collateral from third parties, whether now existing or hereafter arising; and all returned, refused, stopped in transit, or repossessed Collateral, any of which, if received by Debtor, upon request shall be delivered immediately to Bank.

C. Balances and Other Property. The balance of every deposit account of Debtor maintained with Bank and any other claim of Debtor against Bank, now or hereafter existing, liquidated or unliquidated, and all money, instruments, securities, documents, chattel paper, credits, claims, demands, income, and any other property, rights and interests of Debtor which at any time shall come into the possession or custody or under the control of Bank or any of its agents or affiliates for any purpose, and the proceeds of any thereof. Bank shall be deemed to have possession of any of the Collateral in transit to or set apart for it or any of its agents or affiliates.

3. **Description of Obligation(s)** The following obligations (collectively, the "Obligation") are secured by this Agreement: (a) All debts, obligations, liabilities and agreements of Debtor to Bank and/or any subsidiary or affiliate of Bank of America Corporation, now or hereafter existing, arising directly or indirectly between Debtor and Bank and/or any subsidiary or affiliate of Bank of America Corporation, whether absolute or contingent, joint or several, secured or unsecured, due or not due, contractual or tortious, liquidated or unliquidated, arising by operation of law or otherwise, including without limitation all "Obligations" (as such term is defined in that certain Loan and Security Agreement dated September 18, 1997 by and between Swimways Corp. ("Swimways") and Bank, as amended by a letter agreement dated August 31, 1999, as further amended by a letter agreement dated June 22, 2001, as further amended by a First

Amendment to Loan and Security Agreement dated as of October 1, 2001, as further amended by a Second Amendment to Loan and Security Agreement dated as of October 1, 2002, as further amended by a Third Amendment to Loan and Security Agreement dated as of March 1, 2003, as further amended by a Fourth Amendment to Loan and Security Agreement dated as of May 31, 2003, as further amended by a Fifth Amendment to Loan and Security Agreement dated as of the date of this Security Agreement (as the same may be extended, amended, restated or replaced from time to time, the "Loan Agreement"), and all renewals, extensions or rearrangement of any of the above, and further including without limitation all indebtedness under any agreement between Debtor and Bank and/or any subsidiary or affiliate of Bank of America Corporation now existing or hereafter entered into that provides for an interest rate or commodity swap, cap, floor, collar, forward foreign exchange transaction, currency swap, cross-currency rate, swap, currency option, or any combination of, or option with respect to, these or similar transactions, for the purpose of hedging Borrower's exposure to fluctuations in interest rates, currency valuations or commodity prices (collectively, the "Swap Contracts"); (b) All costs incurred by Bank to obtain, preserve, perfect and enforce this Agreement and maintain, preserve, collect and realize upon the Collateral; (c) All debts, obligations, liabilities and agreements of Swimways to Bank and/or any subsidiary or affiliate of Bank of America Corporation, of the kinds described in this Item 3., including without limitation the "Obligations" (as defined in the Loan Agreement) and the Swap Contracts, now existing or hereafter arising; (d) All other costs and attorney's fees incurred by Bank, for which Debtor is obligated to reimburse Bank in accordance with the terms of the Loan Documents (hereinafter defined), together with interest at the maximum rate allowed by law, or if none, 25% per annum; and (e) All amounts which may be owed to Bank pursuant to all other loan documents executed between Bank and Debtor and/or Swimways, including without limitation the "Loan Documents" as defined in the Loan Agreement. If Debtor is not the obligor of the Obligation, and in the event any amount paid to Bank on any Obligation is subsequently recovered from Bank in or as a result of any bankruptcy, insolvency or fraudulent conveyance proceeding, Debtor shall be liable to Bank for the amounts so recovered up to the fair market value of the Collateral whether or not the Collateral has been released or the security interest terminated. In the event the Collateral has been released or the security interest terminated, the fair market value of the Collateral shall be determined, at Bank's option, as of the date the Collateral was released, the security interest terminated, or said amounts were recovered.

4. Debtor's Warranties. Debtor hereby represents and warrants to Bank as follows:

A. Financing Statements. Except as may be noted by schedule attached hereto and incorporated herein by reference, no financing statement covering the Collateral is or will be on file in any public office, except the financing statements relating to this security interest, and no security interest, other than the one herein created, has attached or been perfected in the Collateral or any part thereof.

B. Ownership. Debtor owns, or will use the proceeds of any loans by Bank to become the owner of, the Collateral free from any setoff, claim, restriction, lien, security interest or encumbrance except liens for taxes not yet due and the security interest hereunder.

C. Fixtures and Accessions. None of the Collateral is affixed to real estate or is an accession to any goods, or will become a fixture or accession, except as expressly set out herein.

D. Claims of Debtors on the Collateral. All account debtors and other obligors whose debts or obligations are part of the Collateral have no right to setoffs, counterclaims or adjustments, and no defenses in connection therewith.

E. Environmental Compliance. The conduct of Debtor's business operations and the condition of Debtor's property does not and will not violate any federal laws, rules or ordinances for environmental protection, regulations of the Environmental Protection Agency and any applicable local or state law, rule, regulation or rule of common law and any judicial interpretation thereof relating primarily to the environment or any materials defined as hazardous materials or substances under any local, state or federal environmental laws, rules or regulations, and petroleum, petroleum products, oil and asbestos ("Hazardous Materials").

F. Power and Authority. Debtor has full power and authority to make this Agreement, and all necessary consents and approvals of any persons, entities, governmental or regulatory authorities and securities exchanges have been obtained to effectuate the validity of this Agreement.

G. State of Incorporation; Name of Debtor. The Debtor's exact legal name, state of incorporation or organization and organizational identification number are as set forth in the preamble to this Agreement.

5. **Debtor's Covenants.** Until full payment and performance of all of the Obligation and termination or expiration of any obligation or commitment of Bank to make advances or loans to Debtor, unless Bank otherwise consents in writing:

A. Obligation and This Agreement. Debtor shall perform all of its agreements herein and in any other agreements between it and Bank.

B. Ownership and Maintenance of the Collateral. Debtor shall keep all tangible Collateral in good condition. Debtor shall defend the Collateral against all claims and demands of all persons at any time claiming any interest therein adverse to Bank. Debtor shall keep the Collateral free from all liens and security interests except those for taxes not yet due and the security interest hereby created.

C. Insurance. Debtor shall insure the Collateral with companies acceptable to Bank. Such insurance shall be in an amount not less than the fair market value of the Collateral and shall be against such casualties, with such deductible amounts as Bank shall approve. All insurance policies shall be written for the benefit of Debtor and Bank as their interests may appear, payable to Bank as loss payee, or in other form satisfactory to Bank, and such policies or certificates evidencing the same shall be furnished to Bank. All policies of insurance shall provide for written notice to Bank at least thirty (30) days prior to cancellation. Risk of loss or damage is Debtor's to the extent of any deficiency in any effective insurance coverage.

D. Bank's Costs. Debtor shall pay all costs necessary to obtain, preserve, perfect, defend and enforce the security interest created by this Agreement, collect the Obligation, and preserve, defend, enforce and collect the Collateral, including but not limited to taxes, assessments, insurance premiums, repairs, rent, storage costs and expenses of sales, legal expenses, reasonable attorney's fees and other fees or expenses for which Debtor is obligated to reimburse Bank in accordance with the terms of the Loan Documents. Whether the Collateral is or is not in Bank's possession, and without any obligation to do so and without waiving Debtor's default for failure to make any such payment, Bank at its option may pay any such costs and expenses, discharge encumbrances on the Collateral, and pay for insurance of the Collateral, and such payments shall be a part of the Obligation and bear interest at the rate set out in the Obligation. Debtor agrees to reimburse Bank on demand for any costs so incurred.

E. Information and Inspection. Debtor shall (i) promptly furnish Bank any information with respect to the Collateral requested by Bank; (ii) allow Bank or its representatives to inspect the Collateral, at any time and wherever located, and to inspect and copy, or furnish Bank or its representatives with copies of, all records relating to the Collateral and the Obligation; (iii) promptly furnish Bank or its representatives such information as Bank may request to identify the Collateral, at the time and in the form requested by Bank; and (iv) deliver upon request to Bank shipping and delivery receipts evidencing the shipment of goods and invoices evidencing the receipt of, and the payment for, the Collateral.

F. Additional Documents. Debtor shall sign and deliver any papers deemed necessary or desirable in the judgment of Bank to obtain, maintain, and perfect the security interest hereunder and to enable Bank to comply with any federal or state law in order to obtain or perfect Bank's interest in the Collateral or to obtain proceeds of the Collateral. Debtor will cooperate with Bank in obtaining control with respect to Collateral consisting of deposit accounts and investment property.

G. Parties Liable on the Collateral. Debtor shall preserve the liability of all obligors on any Collateral, shall preserve the priority of all security therefor, and shall deliver to Bank the original certificates of title on all motor vehicles or other titled vehicles constituting the Collateral. Bank shall have no duty to preserve such liability or security, but may do so at the expense of Debtor, without waiving Debtor's default.

H. Records of the Collateral. Debtor at all times shall maintain accurate books and records covering the Collateral. Debtor immediately will mark all books and records with an entry showing the absolute assignment of all Collateral to Bank, and Bank is hereby given the right to audit the books and records of Debtor relating to the Collateral at

any time and from time to time. The amounts shown as owed to Debtor on Debtor's books and on any assignment schedule will be the undisputed amounts owing and unpaid.

I. Disposition of the Collateral. If disposition of any Collateral gives rise to an account, chattel paper or instrument, Debtor immediately shall notify Bank, and upon request of Bank shall assign or indorse the same to Bank. No Collateral may be sold, leased, manufactured, processed or otherwise disposed of by Debtor in any manner without the prior written consent of Bank, except the Collateral sold, leased, manufactured, processed or consumed in the ordinary course of business.

J. Accounts. Each account held as Collateral will represent the valid and legally enforceable obligation of third parties and shall not be evidenced by any instrument or chattel paper.

K. Notice/Location of the Collateral. Debtor shall give Bank written notice of each office of Debtor in which records of Debtor pertaining to accounts held as Collateral are kept, and each location at which the Collateral is or will be kept, and of any change of any such location. If no such notice is given, all records of Debtor pertaining to the Collateral and all Collateral of Debtor are and shall be kept at the address of Debtor shown above.

L. Change of Name/Status and Notice of Changes. Without the written consent of Bank, Debtor shall not change its name, change its corporate status or state of incorporation or organization, use any trade name or engage in any business not reasonably related to its business as presently conducted. Debtor shall notify Bank immediately of (i) any material change in the Collateral, (ii) a change in Debtor's residence, location or state of incorporation or organization, (iii) a change in any matter warranted or represented by Debtor in this Agreement, or in any of the Loan Documents or furnished to Bank pursuant to this Agreement, and (iv) the occurrence of an Event of Default (hereinafter defined).

M. Use and Removal of the Collateral. Debtor shall not use the Collateral illegally. Debtor shall not, unless previously indicated as a fixture, permit the Collateral to be affixed to real or personal property without the prior written consent of Bank. Debtor shall not permit any of the Collateral to be removed from the locations specified herein without the prior written consent of Bank, except for the sale of inventory in the ordinary course of business.

N. Possession of the Collateral. Debtor shall deliver all investment securities and other instruments, documents and chattel paper which are part of the Collateral and in Debtor's possession to Bank immediately, or if hereafter acquired, immediately following acquisition, appropriately indorsed to Bank's order, or with appropriate, duly executed powers. Debtor waives presentment, notice of acceleration, demand, notice of dishonor, protest, and all other notices with respect thereto.

O. Consumer Credit. If any Collateral or proceeds includes obligations of third parties to Debtor, the transactions giving rise to the Collateral shall conform in all respects to the applicable state or federal law including but not limited to consumer credit law. Debtor shall hold harmless and indemnify Bank against any cost, loss or expense arising from Debtor's breach of this covenant.

P. Power of Attorney. Debtor appoints Bank and any officer thereof as Debtor's attorney-in-fact with full power in Debtor's name and behalf to do every act which Debtor is obligated to do or may be required to do hereunder; however, nothing in this paragraph shall be construed to obligate Bank to take any action hereunder nor shall Bank be liable to Debtor for failure to take any action hereunder. This appointment shall be deemed a power coupled with an interest and shall not be terminable as long as the Obligation is outstanding and shall not terminate on the disability or incompetence of Debtor.

Q. Waivers by Debtor. Debtor waives notice of the creation, advance, increase, existence, extension or renewal of, and of any indulgence with respect to, the Obligation; waives presentment, demand, notice of dishonor, and protest; waives notice of the amount of the Obligation outstanding at any time, notice of any change in financial condition of any person liable for the Obligation or any part thereof, notice of any Event of Default, and all other notices respecting the Obligation; and agrees that maturity of the Obligation and any part thereof may be accelerated, extended or renewed one or more times by Bank in its discretion, without notice to Debtor. Debtor waives any right to require that any action be brought against any other person or to require that resort be had to any other security or to any

balance of any deposit account. Debtor further waives any right of subrogation or to enforce any right of action against any other Debtor until the Obligation is paid in full.

R. Other Parties and Other Collateral. No renewal or extension of or any other indulgence with respect to the Obligation or any part thereof, no release of any security, no release of any person (including any maker, indorser, guarantor or surety) liable on the Obligation, no delay in enforcement of payment, and no delay or omission or lack of diligence or care in exercising any right or power with respect to the Obligation or any security therefor or guaranty thereof or under this Agreement shall in any manner impair or affect the rights of Bank under the law, hereunder, or under any other agreement pertaining to the Collateral. Bank need not file suit or assert a claim for personal judgment against any person for any part of the Obligation or seek to realize upon any other security for the Obligation, before foreclosing or otherwise realizing upon the Collateral. Debtor waives any right to the benefit of or to require or control application of any other security or proceeds thereof, and agrees that Bank shall have no duty or obligation to Debtor to apply to the Obligation any such other security or proceeds thereof.

S. Collection and Segregation of Accounts and Right to Notify. Bank hereby authorizes Debtor to collect the Collateral, subject to the direction and control of Bank, but Bank may, without cause or notice, curtail or terminate said authority at any time. Upon notice by Bank, whether oral or in writing, to Debtor, Debtor shall forthwith upon receipt of all checks, drafts, cash, and other remittances in payment of or on account of the Collateral, deposit the same in one or more special accounts maintained with Bank over which Bank alone shall have the power of withdrawal. The remittance of the proceeds of such Collateral shall not, however, constitute payment or liquidation of such Collateral until Bank shall receive good funds for such proceeds. Funds placed in such special accounts shall be held by Bank as security for all Obligations secured hereunder. These proceeds shall be deposited in precisely the form received, except for the indorsement of Debtor where necessary to permit collection of items, which indorsement Debtor agrees to make, and which indorsement Bank is also hereby authorized, as attorney-in-fact, to make on behalf of Debtor. In the event Bank has notified Debtor to make deposits to a special account, pending such deposit, Debtor agrees that it will not commingle any such checks, drafts, cash or other remittances with any funds or other property of Debtor, but will hold them separate and apart therefrom, and upon an express trust for Bank until deposit thereof is made in the special account. Bank will, from time to time, apply the whole or any part of the Collateral funds on deposit in this special account against such Obligations as are secured hereby as Bank may in its sole discretion elect. At the sole election of Bank, any portion of said funds on deposit in the special account which Bank shall elect not to apply to the Obligations, may be paid over by Bank to Debtor. At any time, whether Debtor is or is not in default hereunder, Bank may notify persons obligated on any Collateral to make payments directly to Bank and Bank may take control of all proceeds of any Collateral. Until Bank elects to exercise such rights, Debtor, as agent of Bank, shall collect and enforce all payments owed on the Collateral.

T. Compliance with Commonwealth and Federal Laws. Debtor will maintain its existence, good standing and qualification to do business, where required, and comply with all laws, regulations and governmental requirements, including without limitation, environmental laws applicable to it or any of its property, business operations and transactions.

U. Environmental Covenants. Debtor shall immediately advise Bank in writing of (i) any and all enforcement, cleanup, remedial, removal, or other governmental or regulatory actions instituted, completed or threatened pursuant to any applicable federal, state, or local laws, ordinances or regulations relating to any Hazardous Materials affecting Debtor's business operations; and (ii) all claims made or threatened by any third party against Debtor relating to damages, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials. Debtor shall immediately notify Bank of any remedial action taken by Debtor with respect to Debtor's business operations. Debtor will not use or permit any other party to use any Hazardous Materials at any of Debtor's places of business or at any other property owned by Debtor except such materials as are incidental to Debtor's normal course of business, maintenance and repairs and which are handled in compliance with all applicable environmental laws. Debtor agrees to permit Bank, its agents, contractors and employees to enter and inspect any of Debtor's places of business or any other property of Debtor at any reasonable times upon three (3) days prior notice for the purposes of conducting an environmental investigation and audit (including taking physical samples) to insure that Debtor is complying with this covenant and Debtor shall reimburse Bank on demand for the costs of any such environmental investigation and audit. Debtor shall provide Bank, its agents, contractors, employees and representatives with access to and copies of any and all data and documents relating to or dealing with any Hazardous Materials used, generated, manufactured, stored or disposed of by Debtor's business operations within five (5) days of the request therefor.

6. Rights and Powers of Bank.

A. General. Bank, before or after default, without liability to Debtor may: obtain from any person information regarding Debtor or Debtor's business, which information any such person also may furnish without liability to Debtor; require Debtor to give possession or control of any Collateral to Bank; indorse as Debtor's agent any instruments, documents or chattel paper in the Collateral or representing proceeds of the Collateral; contact account debtors directly to verify information furnished by Debtor; enforce Debtor's rights against account debtors and other obligors on the Collateral; take control of proceeds, including stock received as dividends or by reason of stock splits; release the Collateral in its possession to any Debtor, temporarily or otherwise; require additional Collateral; reject as unsatisfactory any property hereafter offered by Debtor as Collateral; set standards from time to time to govern what may be used as after acquired Collateral; designate, from time to time, a certain percent of the Collateral as the loan value and require Debtor to maintain the Obligation at or below such figure; take control of funds generated by the Collateral, such as cash dividends, interest and proceeds or refunds from insurance, and use same to reduce any part of the Obligation and exercise all other rights which an owner of such Collateral may exercise, except the right to vote or dispose of the Collateral before an Event of Default; at any time transfer any of the Collateral or evidence thereof into its own name or that of its nominee; and demand, collect, convert, redeem, receipt for, settle, compromise, adjust, sue for, foreclose or realize upon the Collateral, in its own name or in the name of Debtor, as Bank may determine. Bank shall not be liable for failure to collect any account or instruments, or for any act or omission on the part of Bank, its officers, agents or employees, except for its or their own willful misconduct or gross negligence. The foregoing rights and powers of Bank will be in addition to, and not a limitation upon, any rights and powers of Bank given by law, elsewhere in this Agreement, or otherwise. If Debtor fails to maintain any required insurance, to the extent permitted by applicable law Bank may (but is not obligated to) purchase single interest insurance coverage for the Collateral which insurance may at Bank's option (i) protect only Bank and not provide any remuneration or protection for Debtor directly and (ii) provide coverage only after the Obligation has been declared due as herein provided. The premiums for any such insurance purchased by Bank shall be a part of the Obligation and shall bear interest as provided in 3(d) hereof.

B. Convertible Collateral. Bank may present for conversion any Collateral which is convertible into any other instrument or investment security or a combination thereof with cash, but Bank shall not have any duty to present for conversion any Collateral unless it shall have received from Debtor detailed written instructions to that effect at a time reasonably far in advance of the final conversion date to make such conversion possible.

7. Default.

A. Event of Default. An event of default ("Event of Default") shall occur if: (i) there is a loss, theft, damage or destruction of any material portion of the Collateral for which there is no insurance coverage or for which, in the opinion of Bank, there is insufficient insurance coverage; (ii) Debtor or any other obligor on all or part of the Obligation shall fail to timely and properly pay or observe, keep or perform any term, covenant, agreement or condition in this Agreement or in any other agreement between Debtor and Bank or between Bank and any other obligor on the Obligation, including, but not limited to, any other note or instrument, loan agreement, security agreement, deed of trust, mortgage, promissory note, guaranty, certificate, assignment, instrument, document or other agreement concerning or related to the Obligation including without limitation the Loan Agreement and the "Loan Documents" as defined in the Loan Agreement (collectively, the "Loan Documents"); (iii) Debtor or such other obligor shall fail to timely and properly pay or observe, keep or perform any term, covenant, agreement or condition in any agreement between such party and any affiliate or subsidiary of Bank of America Corporation; (iv) Debtor or such other obligor shall fail to timely and properly pay or observe, keep or perform any term, covenant, agreement or condition in any lease agreement between such party and any lessor pertaining to premises at which any Collateral is located or stored; (v) Debtor or such other obligor abandons any leased premises at which any Collateral is located or stored and the Collateral is either moved without the prior written consent of Bank or the Collateral remains at the abandoned premises; or (vi) the occurrence of an "Event of Default" (as defined in the Loan Agreement).

B. Rights and Remedies. If any Event of Default shall occur, then, in each and every such case, Bank may (except upon the occurrence of an event of default described in Section 8.11 or Section 8.12 of the Loan Agreement, in which case the Obligation shall automatically become immediately due and payable without notice to or demand on Debtor or any other party and Bank may exercise any and all rights and remedies described in this Rights and Remedies paragraph or otherwise available to Bank), without presentment, demand, or protest; notice of default, dishonor, demand, non-payment, or protest; notice of intent to accelerate all or any part of the Obligation; notice of

acceleration of all or any part of the Obligation; or notice of any other kind, all of which Debtor hereby expressly waives, (except for any notice required under this Agreement, any other Loan Document or applicable law); at any time thereafter exercise and/or enforce any of the following rights and remedies at Bank's option:

i. Acceleration. The Obligation shall, at Bank's option, become immediately due and payable, and the obligation, if any, of Bank to permit further borrowings under the Obligation shall at Bank's option immediately cease and terminate.

ii. Possession and Collection of the Collateral. At its option: (a) take possession or control of, store, lease, operate, manage, sell, or instruct any Agent or Broker to sell or otherwise dispose of, all or any part of the Collateral; (b) notify all parties under any account or contract right forming all or any part of the Collateral to make any payments otherwise due to Debtor directly to Bank; (c) in Bank's own name, or in the name of Debtor, demand, collect, receive, sue for, and give receipts and releases for, any and all amounts due under such accounts and contract rights; (d) indorse as the agent of Debtor any check, note, chattel paper, documents, or instruments forming all or any part of the Collateral; (e) make formal application for transfer to Bank (or to any assignee of Bank or to any purchaser of any of the Collateral) of all of Debtor's permits, licenses, approvals, agreements, and the like relating to the Collateral or to Debtor's business; (f) take any other action which Bank deems necessary or desirable to protect and realize upon its security interest in the Collateral; and (g) in addition to the foregoing, and not in substitution therefor, exercise any one or more of the rights and remedies exercisable by Bank under any other provision of this Agreement, under any of the other Loan Documents, or as provided by applicable law (including, without limitation, the Uniform Commercial Code as in effect in Virginia (hereinafter referred to as the "UCC")). In taking possession of the Collateral Bank may enter Debtor's premises and otherwise proceed without legal process, if this can be done without breach of the peace. Debtor shall, upon Bank's demand, promptly make the Collateral or other security available to Bank at a place designated by Bank, which place shall be reasonably convenient to both parties.

Bank shall not be liable for, nor be prejudiced by, any loss, depreciation or other damages to the Collateral, unless caused by Bank's willful and malicious act. Bank shall have no duty to take any action to preserve or collect the Collateral.

iii. Receiver. Obtain the appointment of a receiver for all or any of the Collateral, Debtor hereby consenting to the appointment of such a receiver and agreeing not to oppose any such appointment.

iv. Right of Set Off. Without notice or demand to Debtor, set off and apply against any and all of the Obligation any and all deposits (general or special, time or demand, provisional or final) and any other indebtedness, at any time held or owing by Bank or any of Bank's agents or affiliates to or for the credit of the account of Debtor or any guarantor or indorser of Debtor's Obligation.

Bank shall be entitled to immediate possession of all books and records evidencing any Collateral or pertaining to chattel paper covered by this Agreement and it or its representatives shall have the authority to enter upon any premises upon which any of the same, or any Collateral, may be situated and remove the same therefrom without liability. Bank may surrender any insurance policies in the Collateral and receive the unearned premium thereon. Debtor shall be entitled to any surplus and shall be liable to Bank for any deficiency. The proceeds of any disposition after default available to satisfy the Obligation shall be applied to the Obligation in such order and in such manner as Bank in its discretion shall decide.

Debtor specifically understands and agrees that any sale by Bank of all or part of the Collateral pursuant to the terms of this Agreement may be effected by Bank at times and in manners which could result in the proceeds of such sale as being significantly and materially less than might have been received if such sale had occurred at different times or in different manners, and Debtor hereby releases Bank and its officers and representatives from and against any and all obligations and liabilities arising out of or related to the timing or manner of any such sale.

If, in the opinion of Bank, there is any question that a public sale or distribution of any Collateral will violate any state or federal securities law, Bank may offer and sell such Collateral in a transaction exempt

from registration under federal securities law, and any such sale made in good faith by Bank shall be deemed "commercially reasonable".

8. General.

A. Parties Bound. Bank's rights hereunder shall inure to the benefit of its successors and assigns. In the event of any assignment or transfer by Bank of any of the Obligation or the Collateral, Bank thereafter shall be fully discharged from any responsibility with respect to the Collateral so assigned or transferred, but Bank shall retain all rights and powers hereby given with respect to any of the Obligation or the Collateral not so assigned or transferred. All representations, warranties and agreements of Debtor if more than one are joint and several and all shall be binding upon the personal representatives, heirs, successors and assigns of Debtor.

B. Waiver. No delay of Bank in exercising any power or right shall operate as a waiver thereof; nor shall any single or partial exercise of any power or right preclude other or further exercise thereof or the exercise of any other power or right. No waiver by Bank of any right hereunder or of any default by Debtor shall be binding upon Bank unless in writing, and no failure by Bank to exercise any power or right hereunder or waiver of any default by Debtor shall operate as a waiver of any other or further exercise of such right or power or of any further default. Each right, power and remedy of Bank as provided for herein or in any of the Loan Documents, or which shall now or hereafter exist at law or in equity or by statute or otherwise, shall be cumulative and concurrent and shall be in addition to every other such right, power or remedy. The exercise or beginning of the exercise by Bank of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by Bank of any or all other such rights, powers or remedies.

C. Agreement Continuing. This Agreement shall constitute a continuing agreement, applying to all future as well as existing transactions, whether or not of the character contemplated at the date of this Agreement, and if all transactions between Bank and Debtor shall be closed at any time, shall be equally applicable to any new transactions thereafter. Provisions of this Agreement, unless by their terms exclusive, shall be in addition to other agreements between the parties. Time is of the essence of this Agreement.

D. Definitions. Unless the context indicates otherwise, definitions in the UCC apply to words and phrases in this Agreement; if UCC definitions conflict, Article 9 definitions apply.

E. Notices. Notice shall be deemed reasonable if mailed postage prepaid at least five (5) days before the related action (or if the UCC elsewhere specifies a longer period, such longer period) to the address of Debtor given above, or to such other address as any party may designate by written notice to the other party. Each notice, request and demand shall be deemed given or made, if sent by mail, upon the earlier of the date of receipt or five (5) days after deposit in the U.S. Mail, first class postage prepaid, or if sent by any other means, upon delivery.

F. Modifications. No provision hereof shall be modified or limited except by a written agreement expressly referring hereto and to the provisions so modified or limited and signed by Debtor and Bank. The provisions of this Agreement shall not be modified or limited by course of conduct or usage of trade.

G. Applicable Law and Partial Invalidity. This Agreement has been delivered in the Commonwealth of Virginia and shall be construed in accordance with the laws of that Commonwealth. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement. The invalidity or unenforceability of any provision of any Loan Document to any person or circumstance shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances.

H. Financing Statement. To the extent permitted by applicable law, a carbon, photographic or other reproduction of this Agreement or any financing statement covering the Collateral shall be sufficient as a financing statement. Debtor irrevocably authorizes Bank at any time and from time to time to file (i) in any jurisdiction any initial financing statements and amendments thereto that describe the Collateral or any portion thereof and contain any other information as is required by the UCC and (ii) such other notices of Bank's security interests granted hereunder in such

public and other offices (including without limitation the United States Patent and Trademark Office) as Bank deems necessary or advisable, in order to perfect, preserve and/or protect the security interests in the Collateral granted under this Security Agreement. Debtor agrees to furnish Bank such information as Bank needs to file such initial financing statements and amendments thereto and all other notices of Bank's security interest, and to pay on demand all fees, costs and expenses associated with all such filings. Debtor also ratifies its authorization to Bank to have filed any like initial financing statements or amendments thereto if filed prior to the date hereof. Debtor acknowledges that it is not authorized to file any financing statement or amendment or termination statement with respect to any financing statement without Bank's prior written consent and agrees that it will not do so without Bank's prior written consent.

I. ARBITRATION; WAIVER OF JURY TRIAL.

(A) THIS SECTION CONCERNS THE RESOLUTION OF ANY CONTROVERSIES OR CLAIMS BETWEEN DEBTOR AND BANK, WHETHER ARISING IN CONTRACT, TORT OR BY STATUTE, INCLUDING BUT NOT LIMITED TO CONTROVERSIES OR CLAIMS THAT ARISE OUT OF OR RELATE TO: (I) THIS AGREEMENT (INCLUDING ANY RENEWALS, EXTENSIONS OR MODIFICATIONS), OR (II) ANY DOCUMENT RELATED TO THIS AGREEMENT (COLLECTIVELY A "CLAIM").

(B) AT THE REQUEST OF DEBTOR OR BANK, ANY CLAIM SHALL BE RESOLVED BY BINDING ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT (TITLE 9, U. S. CODE) (THE "ACT"). THE ACT WILL APPLY EVEN THOUGH THIS AGREEMENT PROVIDES THAT IT IS GOVERNED BY THE LAW OF A SPECIFIED STATE.

(C) ARBITRATION PROCEEDINGS WILL BE DETERMINED IN ACCORDANCE WITH THE ACT, THE APPLICABLE RULES AND PROCEDURES FOR THE ARBITRATION OF DISPUTES OF J.A.M.S. OR ANY SUCCESSOR THEREOF ("J.A.M.S."), AND THE TERMS OF THIS PARAGRAPH. IN THE EVENT OF ANY INCONSISTENCY, THE TERMS OF THIS PARAGRAPH SHALL CONTROL.

(D) THE ARBITRATION SHALL BE ADMINISTERED BY J.A.M.S. AND CONDUCTED IN THE COMMONWEALTH OF VIRGINIA. ALL CLAIMS SHALL BE DETERMINED BY ONE ARBITRATOR; HOWEVER, IF CLAIMS EXCEED \$5,000,000, UPON THE REQUEST OF ANY PARTY, THE CLAIMS SHALL BE DECIDED BY THREE ARBITRATORS. ALL ARBITRATION HEARINGS SHALL COMMENCE WITHIN 90 DAYS OF THE DEMAND FOR ARBITRATION AND CLOSE WITHIN 90 DAYS OF COMMENCEMENT AND THE AWARD OF THE ARBITRATOR(S) SHALL BE ISSUED WITHIN 30 DAYS OF THE CLOSE OF THE HEARING. HOWEVER, THE ARBITRATOR(S), UPON A SHOWING OF GOOD CAUSE, MAY EXTEND THE COMMENCEMENT OF THE HEARING FOR UP TO AN ADDITIONAL 60 DAYS. THE ARBITRATOR(S) SHALL PROVIDE A CONCISE WRITTEN STATEMENT OF REASONS FOR THE AWARD. THE ARBITRATION AWARD MAY BE SUBMITTED TO ANY COURT HAVING JURISDICTION TO BE CONFIRMED AND ENFORCED.

(E) THE ARBITRATOR(S) WILL HAVE THE AUTHORITY TO DECIDE WHETHER ANY CLAIM IS BARRED BY THE STATUTE OF LIMITATIONS AND, IF SO, TO DISMISS THE ARBITRATION ON THAT BASIS. FOR PURPOSES OF THE APPLICATION OF THE STATUTE OF LIMITATIONS, THE SERVICE ON J.A.M.S. UNDER APPLICABLE J.A.M.S. RULES OF A NOTICE OF CLAIM IS THE EQUIVALENT OF THE FILING OF A LAWSUIT. ANY DISPUTE CONCERNING THIS ARBITRATION PROVISION OR WHETHER A CLAIM IS ARBITRABLE SHALL BE DETERMINED BY THE ARBITRATOR(S). THE ARBITRATOR(S) SHALL HAVE THE POWER TO AWARD LEGAL FEES PURSUANT TO THE TERMS OF THIS AGREEMENT.

(F) THIS PARAGRAPH DOES NOT LIMIT THE RIGHT OF DEBTOR OR BANK TO: (I) EXERCISE SELF-HELP REMEDIES, SUCH AS BUT NOT LIMITED TO, SETOFF, (II) INITIATE JUDICIAL OR NONJUDICIAL FORECLOSURE AGAINST ANY REAL OR PERSONAL PROPERTY COLLATERAL, (III) EXERCISE ANY JUDICIAL OR POWER OF SALE RIGHTS, OR (IV) ACT IN A COURT OF LAW TO OBTAIN AN INTERIM REMEDY, SUCH AS BUT NOT LIMITED TO, INJUNCTIVE RELIEF, WRIT OF POSSESSION OR APPOINTMENT OF A RECEIVER, OR ADDITIONAL OR SUPPLEMENTARY REMEDIES.

(G) THE FILING OF A COURT ACTION IS NOT INTENDED TO CONSTITUTE A WAIVER OF THE RIGHT OF DEBTOR OR BANK, INCLUDING THE SUING PARTY, THEREAFTER TO REQUIRE SUBMITTAL OF THE CLAIM TO ARBITRATION.

(H) BY AGREEING TO BINDING ARBITRATION, THE PARTIES IRREVOCABLY AND VOLUNTARILY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM. FURTHERMORE, WITHOUT INTENDING IN ANY WAY TO LIMIT THIS AGREEMENT TO ARBITRATE, TO THE EXTENT ANY CLAIM IS NOT ARBITRATED, THE PARTIES IRREVOCABLY AND VOLUNTARILY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF SUCH CLAIM. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

J. Controlling Document. To the extent that this Security Agreement conflicts with or is in any way incompatible with any other Loan Document concerning the Obligation, any promissory note shall control over any other document, and if such note does not address an issue, then each other document shall control to the extent that it deals most specifically with an issue.

K. Execution Under Seal. This Agreement is being executed under seal by Debtor(s).

L. NOTICE OF FINAL AGREEMENT. THIS WRITTEN SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed under seal by their duly authorized officers as of the date first above written.

Bank/Secured Party:

BANK OF AMERICA, N.A.

By: Paul H. Smith (Seal)
Name: Paul H. Smith
Title: Senior Vice President

Debtor/Pledgor:

KELSYUS, LLC

By: Swimways Corp. (Seal)
Its: Sole Member

By: David A. Arius (Seal)
Name: David A. Arius
Title: President

Attest (If Applicable)

[Company Seal]

#1213246

SCHEDULE 1-A

INTELLECTUAL PROPERTY - Patents

Patents and Patent Applications

Reference No.	Country	Application No. Filing Date Patent No. Issue Date	Title	Status	Product
GRAY-001/00US	U.S.	09/229,966 January 14, 1999	Collapsible Frame	Abandoned	Mats
GRAY-002/00US	U.S.	09/229,968 January 14, 1999	Towel-Mat with a Frame Member and Removably Attached Membranes	Abandoned	Mats
GRAY-002/01US	U.S.	09/533,963 August 15, 2000 U.S. Pat. 6,343,391 B1 February 5, 2002	Towel-Mat with a Frame Member and Removably Attached Membranes	Issued	Mats
GRAY-002/02US	U.S.	29/137,269 February 6, 2001 U.S. Pat. D449,193 S October 16, 2001	Mat with Pillow	Issued	Mats
GRAY-002/03US	U.S.	29/136,638 February 6, 2001	Mat with Pillow and Body Portion	Abandoned	Mats
GRAY-002/04US	U.S.	29/136,636 February 6, 2001 U.S. Pat. D447,661 S September 11, 2001	Mat with Inflatable Pillow	Issued	Mats

GRAY-002/05US	U.S.	09/390,317 September 7, 1999	Towel-Mat with a Frame Member and Removably Attached Membranes	Abandoned	Mats
GRAY-002/06US	U.S.	29/105,623 May 27, 1999 U.S. Pat. D426,415 June 13, 2000	Towel with Pillow	Issued	Mats
GRAY-002/07US	U.S.	29/143,346 June 13, 2001 U.S. Pat. D459,934 S July 9, 2002	Mat with Pillow and Body Portion	Issued	Mats
GRAY-002/08US	U.S.	29/146,610 August 14, 2001 U.S. Pat. D463,700 S October 1, 2002	Collapsible Mat with Pillow Portion and Body Portion	Issued	Mats
GRAY-002/09US	U.S.	10/043,279 January 14, 2002 U.S. Pat. 6,634,040 B2 October 21, 2003	Towel-Mat with a Frame Member and Removably Attached Membranes	Issued	Mats
GRAY-002/11US	U.S.	10/635,454 August 7, 2003	Towel-Mat with a Frame Member and Removably Attached Membranes	Pending	Mats
GRAY-002/00BS	Bahamas	1202 January 14, 2000 Bahamas Pat. 1202 January 14, 2000	Towel-Mat with a Frame Member and Removably Attached Membranes	Issued	Mats
GRAY-003/00US	U.S.	09/081,134 May 19, 1998 U.S. Pat. 6,170,100 B1 January 9, 2001	Self Opening Towel	Issued	Mats

GRAY-003/00WO	PCT		PCT/US99/05733 March 16, 1999	Towel-Mat with a Frame Member and Removably Attached Membranes	Inactive	Mats
GRAY-003/00EP	Europe		EP 99913905.8 December 8, 2000 EP Pat. 1079718 July 9, 2003	Self Opening Towel	Issued	Mats
GRAY-003/00EP (DE)	Germany		29924057 March 16, 1999 29924057 September 27, 2001	Self Opening Towel	Issued	Mats
GRAY-003/00JP	Japan		2000-549123 November 20, 2000	Towel-Mat with a Frame Member and Removably Attached Membranes	Pending	Mats
GRAY-005/00US	U.S.		09/797,948 March 5, 2001	Collapsible Support and Methods of Using the Same	Pending	Chair
GRAY-005/00AU	Australia		2002254119 September 1, 2003	Collapsible Support and Methods of Using the Same	Pending	Chair
GRAY-005/00CA	Canada		TBD September 3, 2003	Collapsible Support and Methods of Using the Same	Pending	Chair
GRAY-005/00EP	Europe		02723334.5 September 4, 2003	Collapsible Support and Methods of Using the Same	Pending	Chair
GRAY-005/00WO	PCT		PCT/US02/06695 March 5, 2002	Collapsible Support and Methods of Using the Same	Inactive	Chair
GRAY-005/01US	U.S.		10/233,784 September 4, 2002	Collapsible Support and Methods of Using the Same	Pending	Chair
GRAY-005/02US	U.S.		10/367,796 February 19, 2003	Collapsible Support and Methods of Using the Same	Pending	Chair
GRAY-005/02WO	PCT		PCT/US03/27441 September 4, 2003	Collapsible Support and Methods of Using the Same	Pending	Chair


GRAY-006/00US	U.S.	09/764,059 January 19, 2001 U.S. Pat. 6,595,227 B2 July 22, 2003	Self-Opening Shades and Methods of Using the Same	Issued	Shades
GRAY-006/01US	U.S.	10/621,582 July 18, 2003	Self-Opening Enclosure	Pending	Shades
GRAY-008/00US	U.S.	09/632,946 August 4, 2000 U.S. Pat. 6,478,038 B1 November 12, 2002	Collapsible Shade for a Towel Mat	Issued	Shades
GRAY-008/01AU	Australia	2001278202 January 31, 2003	Collapsible Shade for a Mat	Pending	Shades
GRAY-008/01BR	Brazil	PI0112938-4 January 31, 2003	Collapsible Shade for a Mat	Pending	Shades
GRAY-008/01EP	Europe	01956175.2 February 2, 2003	Collapsible Shade for a Mat	Pending	Shades
GRAY-008/01WO	PCT	PCT/US01/41556 August 3, 2001	Collapsible Shade for a Mat	Inactive	Shades
N/A	U.S.	60/238,988 October 10, 2000	Collapsible Floatation Device	Abandoned	Floating Lounger
GRAY-010/00US	U.S.	09/772,739 January 30, 2001 U.S. Pat. 6,485,344 B2 November 26, 2002	Collapsible Floatation Device	Issued	Floating Lounger
GRAY-010/01US	U.S.	10/295,906 November 18, 2002	Collapsible Floatation Device	Pending	Floating Lounger
GRAY-010/00WO	PCT	PCT/US01/42596 October 10, 2001	Collapsible Floatation Device	Inactive	Floating Lounger
GRAY-010/00AU	Australia	2002213464 April 28, 2003	Collapsible Floatation Device	Pending	Floating Lounger

GRAY-010/00BR	Brazil	PI0114533-9 April 9, 2003	Collapsible Floatation Device	Pending	Floating Lounger
GRAY-010/00CA	Canada	2,425,348 April 8, 2003	Collapsible Floatation Device	Pending	Floating Lounger
GRAY-010/00CN	China	01819143.6 May 12, 2003	Collapsible Floatation Device	Pending	Floating Lounger
GRAY-010/00DE	Germany	20121733.3 January 27, 2003 20121733.3 April 17, 2003	Collapsible Floatation Device	Issued	Floating Lounger
GRAY-010/00EP	Europe	01981847.5 May 5, 2003	Collapsible Floatation Device	Pending	Floating Lounger
GRAY-010/00JP	Japan	2002-534140 April 10, 2003	Collapsible Floatation Device	Pending	Floating Lounger
GRAY-010/00KR	Korea	10-2003-7005072 April 10, 2003	Collapsible Floatation Device	Pending	Floating Lounger
GRAY-010/00MX	Mexico	PA/a/2003/002949 April 3, 2003	Collapsible Floatation Device	Pending	Floating Lounger
GRAY-011/00US	U.S.	09/907,442 July 18, 2001 U.S. Pat. 6,519,793 B2 February 18, 2003	Collapsible Mat with Removable Portion and Method of Making Same	Issued	Mats
GRAY-011/00WO	PCT	PCT/US02/22686 July 17, 2002	Collapsible Mat with Removable Portion and Method of Making Same	Pending	Mats
GRAY-011/01US	U.S.	29/148,164 September 17, 2001 U.S. Pat. D458,792 S June 18, 2002	Mat with Body Portion	Issued	Mats
GRAY-011/01IB	Int'l Registration	DM/059,756 January 16, 2002 DM/059,756 January 16, 2002	Mat with Body Portion	Issued	Mats

GRAY-011/04US	U.S.	10/358,303 February 5, 2003	Mat with Body Portion	Pending	Mats
GRAY-023/00US	U.S.	29/148,142 September 17, 2001 U.S. Pat. D459,135 S June 25, 2002	Mat with Pillow Portion and Body Portion	Issued	Mats
GRAY-023/00DE	Germany	40202562.8 March 18, 2002 40202562.8 June 3, 2002	Mat with Body Portion	Issued	Mats
GRAY-026/00US	U.S.	29/094,618 October 6, 1998 U.S. Pat. D425,357 May 23, 2000	Seat Liner	Issued	Mats
GRAY-028/00US	U.S.	10/368,492 February 21, 2003	Valve for Inflatable Article	Pending	Valve
GRAY-029/00US	U.S.	10/414,496 April 16, 2003	Support and Method of Using the Same	Pending	Portable Hammock
GRAY-030/00US	U.S.	10/370,082 February 21, 2003	Collapsible Floatation Device Having Support Member	Pending	Floating Lounger
WTP	U.S.	10/029,421 December 21, 2001 U.S. Pat. 6,644,475 B2 November 11, 2003	Multi-Purpose Bag	Issued	Bag

SCHEDULE 1-B**INTELLECTUAL PROPERTY - Trademarks****Trademarks and Trademark Applications**

Trademark	Country / Classes	Application No. Filing Date Registration No. Registration Date	Status
AIRGONOMIC DAY BAG	U.S.		Proposed
CELSYUS	Australia (Class 24)	863325 January 17, 2001 863325 January 17, 2001	Registered
CELSYUS	Canada (Class 24)	1089610 January 17, 2001 TMA579105 April 7, 2003	Registered
CELSYUS	European Community (Class 24)	2043313 March 30, 2000	Abandoned
CELSYUS	Japan (Class 24)	20012649 January 17, 2001	Abandoned
CELSYUS	U.S. (Class 24)	76/089,460 July 17, 2000 2,602,231 July 30, 2002	Registered
KELSYUS	European Community (Classes 9, 18, 20, 22, 24, 25)	002514271 December 21, 2001 002514271 May 28, 2003	Registered
KELSYUS	Japan (Classes 9, 18, 20, 22, 24, 25)	1118322001 December 14, 2001 4677081 May 30, 2003	Registered
KELSYUS	Korea (Class 28)	40-2003-42365 September 25, 2003	Pending
KELSYUS	U.S. (Class 18)	78/249,797 May 14, 2003	Pending

KELSYUS	U.S. (Classes 9, 18)	76/280,409 July 3, 2001	Published
KELSYUS	U.S. (Classes 20, 22, 24, 25)	76/975,626 July 2, 2001	Published
SNAP 2IT	U.S.	75/593,307 November 23, 1998 2,378,686 August 22, 2000	Registered
YOU'RE THERE	U.S.		Common Law
	U.S.		Common Law