

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Swimways Corp.		06/21/2006	CORPORATION: VIRGINIA
Kelsysus, LLC		06/21/2006	LIMITED LIABILITY COMPANY: VIRGINIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, NA
<b>Street Address:</b>	1 Commercial Place
<b>City:</b>	Norfolk
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	23510
<b>Entity Type:</b>	national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
Serial Number:	78755178	CYBORG R/C SHARK
Serial Number:	78646907	SPLASHFX
Serial Number:	78645999	CHILLAXER
Serial Number:	78645977	CHILLAX
Serial Number:	78491579	SUBSURFER
Registration Number:	3084059	WATER DANCERS
Registration Number:	3010004	SPRING FLOAT
Registration Number:	2883955	RAINBOW REEF
Registration Number:	2473415	LEARNING TO LOVE THE WATER
Registration Number:	2742374	SUN FLOAT
Registration Number:	2390855	SKIP DISK
Registration Number:	2222357	TOYPEDO
Registration Number:	2064547	SAFE T. SEAL

OP \$515.00 78755178

Registration Number:	2066328	POWR SWIMR
Registration Number:	1780439	SWIM WAYS
Registration Number:	1384490	SWIMWAYS
Registration Number:	1984756	TUG BOAT BABY FLOAT
Serial Number:	78344603	REEF
Serial Number:	78814903	BE A PUMPKIN ARTIST!
Registration Number:	1652508	NEWPORTER

**CORRESPONDENCE DATA**

Fax Number: (804)771-5777  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (804) 771-5787  
Email: cjmugel@kaufcan.com  
Correspondent Name: Christopher J. Mugel  
Address Line 1: 1051 East Cary St., 12th Fl.  
Address Line 4: Richmond, VIRGINIA 23219

ATTORNEY DOCKET NUMBER:	BOA-SWIMWAYS-TM
NAME OF SUBMITTER:	Christopher J. Mugel
Signature:	/Christopher J. Mugel/
Date:	06/29/2006

**Total Attachments: 31**

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## **Collateral Assignment of Security Interest in Intellectual Property**

This Collateral Assignment of Security Interest in Intellectual Property ("Collateral Assignment") is entered into by and between **SWIMWAYS CORP.** (the "SWIMWAYS"), a Virginia corporation, with an office at 5816 Ward Court, Virginia Beach, Virginia 23455, Kelsyus, LLC, a Virginia limited liability company with an office at 5816 Ward Court, Virginia Beach, Virginia 23455 and a wholly-owned subsidiary of SWIMWAYS ("KELSYUS") and **BANK OF AMERICA, N.A.**, successor in interest to NationsBank, N.A. (the "BANK"), a national banking association with an office at 1 Commercial Place, Norfolk, Virginia 23510, in order to memorialize and perfect the security interest in the patents, trademarks and other intellectual property of the SWIMWAYS granted by SWIMWAYS to BANK, as described herein.

WHEREAS, The SWIMWAYS and the BANK are parties to a Loan and Security Agreement dated September 18, 1997, 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 December 11, 2003, as further amended by a Sixth Amendment to Loan and Security Agreement dated as of May 31, 2004, as further amended by a Seventh Amendment to Loan and Security Agreement dated as of September 15, 2004, as further amended by a letter agreement dated December 15, 2004, and as further amended by an Eighth Amendment to Loan and Security Agreement dated October 31, 2005, and as further amended by a Ninth Amendment to Loan and Security Agreement dated May 30, 2006 (as so amended and as hereafter amended, the "SWIMWAYS SECURITY AGREEMENT"), in which SWIMWAYS granted to BANK a security interest in all of its tangible and intangible assets, including but not limited to all of SWIMWAYS' presently-existing and after acquired patent, trademark and other intellectual property interests; and

WHEREAS KELSYUS entered into a Security Agreement with BANK on December 11, 2003 ("KELSYUS SECURITY AGREEMENT") in which KELSYUS granted a security interest to BANK in all of its then-presently existing and after-acquired assets, including but not limited to all of KELSYUS' patent, trademark and other intellectual property interests; and

WHEREAS the Fifth Amendment to the SECURITY AGREEMENT amends the definition of the COLLATERAL therein to include the tangible and intangible assets of SWIMWAYS and its SUBSIDIARIES, including the assets of KELSYUS; and

WHEREAS SWIMWAYS, the BANK and KELSYUS wish to perfect the BANK's security interest in the intellectual property of SWIMWAYS and KELSYUS, including but not limited to intellectual property acquired subsequent to the original execution of the SWIMWAYS SECURITY AGREEMENT and the KELSYUS SECURITY AGREEMENT,

NOW, THEREFORE, in furtherance of SWIMWAYS' obligations under the SWIMWAYS SECURITY AGREEMENT and KELSYUS' obligations under the KELSYUS SECURITY AGREEMENT, for the consideration exchanged therein and for other good and valuable consideration, the receipt and sufficiency of which each party acknowledges, BANK, SWIMWAYS, and KELSYUS do hereby agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated by reference into this Collateral Assignment.
2. Definition of Intellectual Property: The term "Intellectual Property" means all right, title and interest in inventions, discoveries, improvements, ideas, methods, processes, designs, and improvements, however conceived, reduced to practice, affixed or used, and in all jurisdictions, including but not limited to all patents, patent applications (including all provisional applications, continuations, continuations in part, re-issues, re-examinations, extensions and divisionals, and foreign counterparts)(collectively "Patents"); all trade secrets, confidential information and proprietary know how; all works of authorship of any type and all copyright interests therein, including all copyright registrations, applications for registration; all trademarks, service marks, trade dress, trade names, collective membership marks,, certification marks, logos, domain names and combinations of any of the foregoing, including registrations thereof, applications for registration, and all goodwill of the business conducted in association with any of the foregoing (collectively, "Trademarks"); any other intellectual property recognized under the law of any jurisdiction; and all associated causes of action, choses of action and rights of recovery.
3. Identification of Certain Current Intellectual Property: The Intellectual Property owned by SWIMWAYS and KELSYUS includes but is not limited to the Patents and Trademarks listed in Schedules A and B hereto, respectively. SWIMWAYS and KELSYUS warrant and represent that: (a) the listing in Schedule constitutes a current, complete and accurate listing of all of their Patents presently pending or subsisting with the U.S. Patent and Trademark Office ("PTO") or filed under the Patent Cooperation Treaty; and (b) the listing in Schedule B constitutes a current, complete and accurate listing of all of their Trademarks presently pending or subsisting with the PTO.
4. Grant of Collateral Assignment. SWIMWAYS and KELSYUS hereby grant to BANK, its successors, assigns and legal representatives, as additional security in the Intellectual Property, this Collateral Assignment of the security interest in all of the SWIMWAYS' and KELSYUS' right, title and interest in and to its Intellectual Property, presently owned or hereafter acquired by SWIMWAYS and KELSYUS while the SWIMWAYS SECURITY AGREEMENT and KELSYUS SECURITY AGREEMENT are in force, respectively, including without limitation the Patents listed in Exhibit A hereto and the Trademarks listed in Exhibit B hereto. The BANK's security interest in each item of Intellectual Property arises and attaches upon the effective date of the originally-executed SWIMWAYS SECURITY AGREEMENT or the KELSYUS SECURITY AGREEMENT, as applicable, or, if later, the date on which such item of Intellectual Property was acquired (whether by reason of creation, invention, use, merger assignment or otherwise) by SWIMWAYS or KELSYUS, as the case may be. Without limiting the

effect of the foregoing, however, until BANK exercises its rights upon the occurrence or existence of an "Event of Default" as that term is defined in the SWIMWAYS SECURITY AGREEMENT and KELSYUS SECURITY AGREEMENT, SWIMWAYS and KELSYUS shall retain title to their respective Intellectual Property, subject to this Collateral Assignment and such security agreements, and BANK shall hold only a security interest in and the contingent right to full ownership of the Intellectual Property.

5. Power of Attorney. SWIMWAYS and KELSYUS each hereby appoints BANK as its attorney-in-fact and grants to BANK a contingent, limited power of attorney to do, through any of its duly appointed officers or managers, the following and only the following acts while the SWIMWAYS SECURITY AGREEMENT and KELSYUS SECURITY AGREEMENT are in force:
  - a. to modify and amend Schedules A and B hereto (as well as identical Schedules A and B to Exhibit 1 hereto), and any schedules to the security agreements identified herein, and any amendments thereto, to include any newly-discovered after-acquired, or modified Intellectual Property.
  - b. Upon the occurrence of an Event of Default, to execute, on behalf of SWIMWAYS and/or KELSYUS or any of its successors-in-interest, the "SWIMWAYS and KELSYUS Assignment of Intellectual Property" appended hereto as Exhibit 1.
  - c. To execute such other documents and take such other acts on behalf of SWIMWAYS and KELSYUS as may be necessary or desirable to record and perfect their security interests in the Intellectual Property and, upon the occurrence of an Event of Default, to exercise its rights under this Collateral Assignment and under the SWIMWAYS SECURITY AGREEMENT and KELSYUS SECURITY AGREEMENT, respectively.
6. In the event BANK exercises its rights under the power-of-attorney granted herein and executes the assignment found at Exhibit 1, SWIMWAYS and KELSYUS agrees to provide BANK with all reasonable assistance in acquiring, assembling, maintaining and disposing of the Intellectual Property.
7. Upon execution of this Collateral Assignment by all parties, BANK or its designee may record same with the U.S. Patent & Trademark Office, Assignment Branch, with the U.S. Copyright Office and with such other federal and state agencies as is necessary or appropriate to memorialize and perfect its security interest in the Intellectual Property.
8. BANK, SWIMWAYS and KELSYUS each agree to execute such other documents and take such additional steps as may be reasonably necessary to secure and perfect BANK's rights under the Intellectual Property Security Agreement and to otherwise effectuate the purposes of this Collateral Assignment.
9. This Collateral Assignment shall be binding upon any assigns, successors-in-interest, insurers and re-insurers of the parties.

10. This Collateral Assignment is intended to memorialize or effectuate the rights and remedies available to the parties under the SWIMWAYS SECURITY AGREEMENT and/or the KELSUS SECURITY AGREEMENT, and it does not limit or rescind any obligations or provisions of such agreements.

IN WITNESS WHEREOF, the parties agree to the foregoing this 21 day of JUNE, 2006.

SWIMWAYS, INC.

By: Emanuel Arias

Title: CEO

Date: 6/21/06

Acknowledgment

COMMONWEALTH OF VIRGINIA )  
CITY OF VIRGINIA BEACH )

On this 21 day of June, 2006, before me appeared Emanuel Arias, the person who signed the foregoing instrument, who acknowledged that he or she signed it on behalf of the entity with which his or her signature is associated, with authority to do so and to thereby bind such entity, and as a free act.  
My commission expires: July 31, 2008

Joan M. Serani  
Notary Public

KELSUS, LLC

By: Emanuel Arias

Title: CEO

Date: 6/21/06

Acknowledgment

COMMONWEALTH OF VIRGINIA )  
CITY OF VIRGINIA BEACH )

On this 21 day of June, 2006, before me appeared Emanuel Arias the person who signed the foregoing instrument, who acknowledged that he or she signed it on behalf of the entity with which his or her signature is associated, with authority to do so and to thereby bind such entity, and as a free act.  
My commission expires: July 31, 2008

Joan M. Serani  
Notary Public

BANK OF AMERICA, N.A.

By: 

Title: VLS PRESIDENT

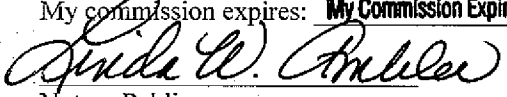
Date: JUNE 19, 2006

Acknowledgment

COMMONWEALTH OF VIRGINIA )  
 )  
CITY OF ~~NORFOLK~~ Richmond )

On this 19<sup>th</sup> day of June, 2006, before me appeared Donald E. Miles the person who signed the foregoing instrument, who acknowledged that he or she signed it on behalf of the entity with which his or her signature is associated, with authority to do so and to thereby bind such entity, and as a free act.

My commission expires: My Commission Expires March 31, 2008

  
Notary Public



**SCHEDULE A**

**INTELLECTUAL PROPERTY – Patents**  
**Updated as of: May 1, 2006**  
**Patents and Patent Applications**

<b>Reference No.</b>	<b>Country</b>	<b>Application No. Filing Date Patent No. Issue Date</b>	<b>Title</b>	<b>Status</b>	<b>Product</b>
<b>GRAY-001/00US</b>	U.S.	09/229,966 January 14, 1999	Collapsible Frame	Abandoned	Mats
<b>GRAY-002/00US</b>	U.S.	09/229,968 January 14, 1999	Towel-Mat with a Frame member and Removably Attached Membranes	Abandoned	Mats
<b>GRAY-002/01US</b>	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
<b>GRAY-002/02US</b>	U.S.	29/137,269 February 6, 2001 U.S. Pat. D449,193 S October 16, 2001	Mat with Pillow	Issued	Mats
<b>GRAY-002/03US</b>	U.S.	29/136,638 February 6, 2001	Mat with Pillow and Body Portion	Abandoned	Mats
<b>GRAY-002/04US</b>	U.S.	29/136,636 February 6, 2001 U.S. Pat. D447,661 S September 11	Mat with Inflatable Pillow	Issued	Mats
<b>GRAY-002/05US</b>	U.S.	09/390,317 September 7, 1999	Towel-Mat with a Frame Member and Removably Attached Membranes	Abandoned	Mats
<b>GRAY-002/06US</b>	U.S.	29/105,623 May 27, 1999 U.S. Pat. D426,415 June 13, 2000	Towel with Pillow	Issued	Mats
<b>GRAY-002/07US</b>	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

**TRADEMARK**

**REEL: 003338 FRAME: 0534**

<b>Reference No.</b>	<b>Country</b>	<b>Application No. Filing Date Patent No. Issue Date</b>	<b>Title</b>	<b>Status</b>	<b>Product</b>
<b>GRAY-002/08US</b>	U.S.	29/146,610 August 14, 2001 U.S. Pat. D436,700 S October 1, 2002	Collapsible Mat with Pillow Portion and Body Portion	Issued	Mats
<b>GRAY-002/09US</b>	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
<b>GRAY-002/11US</b>	U.S.	10/635,454 August 7, 2003 6,915,537	Towel-Mat with a Frame member and Removably Attached Membranes	Issued	Mats
<b>GRAY-002/00BS</b>	Bahamas	1202 January 14, 2000 Bahamas Pat. 1202 January 14, 200	Towel-Mat with a Frame member and Removably Attached Membranes	Issued	Mats
<b>GRAY-003/00US</b>	U.S.	09/081,134 May 19, 1998 U.S. Pat. 6,170,100 B1 January 9, 2001	Self Opening Towel	Issued	Mats
<b>GRAY-003/00WO</b>	PCT	PCT/US99/05733 March 16, 1999	Towel-Mat with a Frame member and Removably Attached Membranes	Inactive	Mats
<b>GRAY-003/00EP</b>	Europe	EP 99913905.8 December 8, 2000 EP Pat. 1079718 July 9, 2003	Self Opening Towel	Issued	Mats
<b>GRAY-003/00EP (DE)</b>	Germany	29924057 March 16, 1999 29924057 September 27, 2001	Self opening Towel	Issued	Mats
<b>GRAY-003/00JP</b>	Japan	2000/549123 November 20, 2000	Towel-Mat with a Frame member and Removably Attached membranes	Pending	Mats

<b>Reference No.</b>	<b>Country</b>	<b>Application No. Filing Date Patent No. Issue Date</b>	<b>Title</b>	<b>Status</b>	<b>Product</b>
<b>GRAY-005/00US</b>	U.S.	09/797,948 March 5, 2001	Collapsible Support and Methods of Using the Same	Pending	Chair
<b>GRAY-005/00AU</b>	Australia	2002254119 September 1, 2003	Collapsible Support and Methods of Using the Same	Pending	Chair
<b>GRAY-005/00CA</b>	Canada	TBD September 3, 2003	Collapsible Support and Methods of Using the Same	Pending	Chair
<b>GRAY-005/00EP</b>	Europe	02723334.5 September 4, 2002	Collapsible Support and Methods of Using the Same	Pending	Chair
<b>GRAY-005/00WO</b>	PCT	PCT/US02/06695 March 5, 2002	Collapsible Support and Methods of Using the Same	Inactive	Chair
<b>GRAY-005/01US</b>	U.S.	10/233,784 September 4, 2002 6,820,927	Collapsible Support and Methods of Using the Same	Pending	Chair
<b>GRAY-005/02/US</b>	U.S.	10/367,796 February 19, 2003 6,926,355	Collapsible Support and Methods of Using the Same	Pending	Chair
<b>GRAY-005/02WO</b>	PCT	PCT/US03/27441 September 4, 2003	Collapsible Support and Methods of Using the Same	Pending	Chair
<b>GRAY-006/00US</b>	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
<b>GRAY-006/01US</b>	U.S.	10/621,582 July 18, 2003 6,942,005	Self-Opening Shades and methods of Using the Same	Pending	Shades

Reference No.	Country	Application No. Filing Date Patent No. Issue Date	Title	Status	Product
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	
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	018719143.6 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

Reference No.	Country	Application No. Filing Date Patent No. Issue Date	Title	Status	Product
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	PCT	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 6,691,344	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 6,990,994	Valve for Inflatable Article	Pending	Valve
GRAY-029/00US	U.S.	10/414,496 April 16, 2003 6,966,084	Support and Method of Using the Same	Pending	Portable Hammock

Reference No.	Country	Application No. Filing Date Patent No. Issue Date	Title	Status	Product
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
N/A	U.S.	10/167,410 June 13, 2002 6,860,785	Mechanical Self-Propelled Aquatical Device	Issued	
N/A	U.S.	11/034,210 January 13, 2005	Mechanical Self-Propelled Aquatical Device	Pending	
N/A	U.S.	11/199,136 August 9, 2005	Collapsible Support and Methods of Using the Same	Pending	
N/A	U.S.	11/356,013 February 17, 2006	Collapsible Mat with Removable Portion and Method of Making Same	Pending	
N/A	U.S.	11/283,875 November 21, 2005	Support and Method of Using the Same	Pending	
N/A	U.S.	10/370,082 February 21, 2003	Collapsible Floatation Device Having Two Inflatable Portions	Pending	
N/A	U.S.	11/139,493 May 31, 2005	Collapsible Floatation Device Having Two Inflatable Portions	Pending	
N/A	U.S.	10/776,981 February 11, 2004 6,923,706	Aquatic Toys	Pending	
N/A	U.S.	10/817,293 April 2, 2004	Aquatic Toys	Pending	

Reference No.	Country	Application No. Filing Date Patent No. Issue Date	Title	Status	Product
N/A	U.S.	10/696,262 October 29, 2004	Collapsible Protective Cover	Pending	
N/A	PCT	PCT/US2004/34336	Collapsible Protective Cover	Pending	
N/A	U.S.	10/452,272	Inflatable Floating Cooler	Pending	
N/A	U.S.	29/164,126 July 28, 2002 469,494	Not Available	Pending	
N/A	U.S.	29/164,157 July 18, 2002 471,614	Not Available	Pending	
N/A	U.S.	29/164,158 July 18, 2002 469,837	Not Available	Pending	
N/A	U.S.	29/164,159 July 18, 2002 469,838	Not Available	Pending	
N/A	U.S.	11/255,180 October 21, 2005	Drill/Saw Device Having Interchangeable Attachments	Pending	
N/A	U.S.	11/178,429 July 12, 2005	Towel Mat with Frame Member and Removably Attached Membrane	Pending	
N/A	U.S.	11/143,703 June 3, 2005	Collapsible floatation device	Pending	
N/A	U.S.	10/847,339 May 18, 2004	Collapsible floatation device	Pending	
N/A	U.S.	10/778,341 February 17, 2004 7,000,270 February 21, 2006	Collapsible mat with removable portion and method of making same	Issued	

**SCHEDULE B****INTELLECTUAL PROPERTY – Trademarks****Trademarks and Trademark Applications****(Updated as of June 5, 2006)**

<b>Trademark</b>	<b>Country/Classes</b>	<b>Application No. Filing Date Registration No. Registration Date</b>	<b>Status</b>
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. 9 (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, 2201 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

**TRADEMARK****REEL: 003338 FRAME: 0541**



<b>Trademark</b>	<b>Country/Classes</b>	<b>Application No. Filing Date Registration No. Registration Date</b>	<b>Status</b>
SNAP 2IT	U.S.	75/593,307 November 23, 1998 2,378,686 August 22, 2000	Registered
YOU'RE THERE	U.S.		Common Law
(Design)	U.S.		Common Law
BE A PUMPKIN ARTIST!	U.S.	ITU Serial No.: 78/814,903 Filed: 02/14/2006	Pending
CYBORG R/C SHARK	U.S.	ITU Serial No.: 78/755,178 Filed: 11/16/2005	Pending
SPLASHFX	U.S.	ITU Serial No.: 78/646,907 Filed: 06/09/2005	Pending
CHILLAXER	U.S.	ITU Serial No.: 78/645,999 Filed: 06/08/2005	Pending
CHILLAX	U.S.	ITU Serial No.: 78/645,977 Filed: 06/08/2005	Pending
SUBSURFER	U.S.	ITU Serial No.: 78/491,579	Pending
CYBORG R/C/ SHARK	U.S.	ITU Serial No.: 78/755,178	Pending
SPLASHFX	U.S.	Serial No.: 78/646,907 Filed: 06/09/2005	Pending
WATER DANCERS	U.S.	Registration No.: 3,084,059 April 25, 2006 Serial No.: 76/548,270 Filed: 10/01/03	Registered
SPRING FLOAT	U.S.	Registration No.: 3,010,004 Nov. 1, 2005 Serial No.: 76/548,269 October 1, 2003	Registered

<b>Trademark</b>	<b>Country/Classes</b>	<b>Application No. Filing Date Registration No. Registration Date</b>	<b>Status</b>
RAINBOW REEF	U.S.	Registration No.: 2,883,955 Sept. 14, 2004 Serial No. 76/548542 Filed: Oct. 2, 2003	Registered
LEARNING TO LOVE THE WATER	U.S.	Registration No.: 2,473,415 July 31, 2001 Serial No. 76/049074 Filed: May 15, 2000	Registered
SUN FLOAT	U.S.	Registration No.: 2,742,374 July 29, 2003 Serial No. 75/712011 Filed: May 21, 1999	Registered
SKIP DISK	U.S.	Registration No.: 2,390,855 October 3, 2000 Serial No. 75/545528 Filed: August 31, 1998	Registered
TOYPEDO	U.S.	Registration No.: 2,222,357 February 9, 1999 Serial No. 75/325189 Filed: July 16, 1997	Registered; Section 8 & 15 Affs. Accepted
SAFE T. SEAL (& Design)	U.S.	Registration No.: 2,064,547 May 27, 1997 Serial No. 74/735283 Filed: Sept. 8, 1995	Registered; Section 8 & 15 Affs. Accepted
POWR SWIMR (& Design)	U.S.	Registration No.: 2,066,328 June 3, 1997 Serial No. 74/735280 Filed: Sept. 8, 1995	Registered; Section 8 & 15 Affs. Accepted
SWIM WAYS (& Design)	U.S.	Registration No.: 1,780,439 July 6, 1993 Serial No. 74/332878 Filed: Nov. 19, 1992	Registered; 8 & 15 Affs. Accepted; Renewed

<b>Trademark</b>	<b>Country/Classes</b>	<b>Application No. Filing Date Registration No. Registration Date</b>	<b>Status</b>
NEWPORTER	U.S.	Registration No.: 1,652,508 July 30, 1991 Serial No. 74/092224 Filed: Aug. 29, 1990	Registered; 8 & 15 Affs. Accepted; Renewed
SWIMWAYS	U.S.	Registration No.: 1,384,490 February 25, 1986 Serial No. 73/549201 Filed: July 22, 1985	Registered; 8 & 15 Affs. Accepted; Renewed
TUG BOAT BABY FLOAT	U.S.	Registration No.: 1,984,756 July 2, 1996 Serial No. 74/432,422 Filed: September 7, 1993	Registered; 8 & 15 Affs. Accepted
REEF	U.S.	Serial No. 78/344,603 Filed December 23, 2003	Pending

## EXHIBIT 1

### ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS, Swimways Corp., a Virginia corporation, with an office at 5816 Ward Court, Virginia Beach, Virginia 23455 ("SWIMWAYS") and Bank of America N.A., successor in interest to NationsBank, N.A., a national banking association with an office at 1 Commercial Place, Norfolk, Virginia 23510 ("BANK") are parties to a Loan and Security Agreement dated September 18, 1997, 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 December 11, 2003, as further amended by a Sixth Amendment to Loan and Security Agreement dated as of May 31, 2004, as further amended by a Seventh Amendment to Loan and Security Agreement dated as of September 15, 2004, as further amended by a letter agreement dated December 15, 2004, and as further amended by an Eighth Amendment to Loan and Security Agreement dated October 31, 2005, and as further amended by a Ninth Amendment to Loan and Security Agreement dated May 30, 2006 (as so amended and as hereafter amended, the "SWIMWAYS SECURITY AGREEMENT"), in which SWIMWAYS SECURITY AGREEMENT the borrower SWIMWAYS granted to BANK a security interest in all of its then presently-existing and after acquired Intellectual Property, as defined below; and

WHEREAS KELSYUS entered into a Security Agreement with BANK on December 11, 2003 ("KELSYUS SECURITY AGREEMENT") in which KELSYUS granted a security interest to BANK in all of its then-presently existing and after-acquired Intellectual Property, as defined below; and

WHEREAS the Fifth Amendment to the SECURITY AGREEMENT amends the definition of the COLLATERAL therein to include the tangible and intangible assets of SWIMWAYS and its SUBSIDIARIES, including but not limited to the Intellectual Property of KELSYUS; and

WHEREAS SWIMWAYS, the BANK and KELSYUS entered into a Collateral Assignment of Security Interest in Intellectual Property, to which this Assignment is Exhibit 1 ("Collateral Assignment") to assist in memorializing and perfecting the BANK's security interests in the above-described Intellectual Property; and

WHEREAS an Event of Default has occurred under one or both of the SWIMWAYS SECURITY AGREEMENT or the KELSYUS SECURITY AGREEMENT; all conditions specified in the applicable foregoing security agreement, whether by agreement or by operation of law, have been satisfied; all contingencies upon the exercise of the contingent power-of-

**TRADEMARK**

**REEL: 003338 FRAME: 0545**

attorney have been satisfied; and BANK has elected to exercise its rights and remedies under applicable security agreement and the Collateral Assignment,


NOW THEREFORE, pursuant to the SWIMWAYS SECURITY AGREEMENT and/or KELSYUS SECURITY AGREEMENT, as applicable, and the Collateral Assignment and the contingent power-of-attorney granted therein:

1. Incorporation of Recitals. The foregoing recitals are incorporated by reference into this Collateral Assignment.
2. Definition of Intellectual Property: The term "Intellectual Property" means all right, title and interest in inventions, discoveries, improvements, ideas, methods, processes, designs, and improvements, however conceived, reduced to practice, affixed or used, and in all jurisdictions, including but not limited to all patents, patent applications (including all provisional applications, continuations, continuations in part, re-issues, re-examinations, extensions and divisionals, and foreign counterparts)(collectively "Patents"); all trade secrets, confidential information and proprietary know how; all works of authorship of any type and all copyright interests therein, including all copyright registrations, applications for registration; all trademarks, service marks, trade dress, trade names, collective membership marks,, certification marks, logos, domain names and combinations of any of the foregoing, including registrations thereof, applications for registration, and all goodwill of the business conducted in association with any of the foregoing (collectively, "Trademarks"); any other intellectual property recognized under the law of any jurisdiction; and all associated causes of action, choses of action and rights of recovery. The Intellectual Property includes but is not limited to the Intellectual Property listed in Schedules 1 and 2 hereto.
3. SWIMWAYS and/or KELSYUS, by and through its attorney-in-fact as appointed by the contingent power of attorney set forth in the Collateral Assignment of Intellectual Property, and as evidenced by the signature(s) below, do each hereby assign to BANK all right, title and interest in all of its Intellectual Property secured by the SWIMWAYS SECURITY AGREEMENT and/or the KELSYUS SECURITY AGREEMENT, as the case may be, including but not limited to its inventions, letters patent, and patent applications; trademarks, service marks, trade names, logos, and combinations thereof, as well as all applications and registrations thereof, and all of the goodwill of the business associated therewith; and all of its right, title and interest in its copyrighted works, as well as all associated applications and registrations. Without limiting the foregoing, SWIMWAYS and/or KELSYUS, as the case may be, specifically assigns to BANK all of its right, title and interest in and to the letters patents, patent applications, trademarks and service marks and associated applications and registrations, and copyrights and associated applications and registrations and other Intellectual Property identified in Schedules 1 and 2 hereto.
4. To the extent any of the Trademarks assigned hereby constitutes a pending intent-to-use trademark application under Section 1(b) of the Trademark Act of 1946, as amended, SWIMWAYS and/or KELSYUS, as the case may be, acknowledges that BANK is a

successor-in-interest to its/their business or the portion thereof to which the applicable Trademark pertains.

5. SWIMWAYS and KELSYUS each agrees to execute such additional documents and provide such assistance as BANK may reasonably request to complete, effectuate and record this Assignment of Intellectual Property, to vest full title to same in it and to record, register and secure same.
6. This Assignment shall be effective the 21 day of JUNE, 2006

SWIMWAYS CORP., by  
BANK OF AMERICA, N.A., its Attorney in Fact

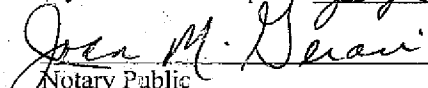
By:   
Title: CEO  
Date: 6/21/06

Acknowledgment

COMMONWEALTH OF VIRGINIA     )  
CITY OF VIRGINIA BEACH         )

On this 21 day of June, 2006, before me appeared Emanuel Arias, the person who signed the foregoing instrument, who acknowledged that he or she signed it on behalf of the entity with which his or her signature is associated, with authority to do so and to thereby bind such entity, and as a free act.

My commission expires: July 31, 2008

  
Notary Public

KELSYUS, LLC, by  
BANK OF AMERICA, N.A., its Attorney in Fact

By: *Emanuel Arias*

Title: CEO

Date: 6/21/06

Acknowledgment

COMMONWEALTH OF VIRGINIA )  
CITY OF VIRGINIA BEACH )

On this 21 day of June, 2006 before me appeared Emanuel Arias, the person who signed the foregoing instrument, who acknowledged that he or she signed it on behalf of the entity with which his or her signature is associated, with authority to do so and to thereby bind such entity, and as a free act.

My commission expires: July 31, 2008

Joan M. Heraci  
Notary Public

**SCHEDULE A**

**INTELLECTUAL PROPERTY – Patents**  
**Updated as of: May 1, 2006**  
**Patents and Patent Applications**

<b>Country</b>	<b>Application No. Filing Date Patent No. Issue Date</b>	<b>Title</b>	<b>Status</b>	<b>Product</b>
U.S.	09/229,966 January 14, 1999	Collapsible Frame	Abandoned	Mats
U.S.	09/229,968 January 14, 1999	Towel-Mat with a Frame member and Removably Attached Membranes	Abandoned	Mats
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
U.S.	29/137,269 February 6, 2001 U.S. Pat. D449,193 S October 16, 2001	Mat with Pillow	Issued	Mats
U.S.	29/136,638 February 6, 2001	Mat with Pillow and Body Portion	Abandoned	Mats
U.S.	29/136,636 February 6, 2001 U.S. Pat. D447,661 S September 11	Mat with Inflatable Pillow	Issued	Mats
U.S.	09/390,317 September 7, 1999	Towel-Mat with a Frame Member and Removably Attached Membranes	Abandoned	Mats
U.S.	29/105,623 May 27, 1999 U.S. Pat. D426,415 June 13, 2000	Towel with Pillow	Issued	Mats
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
U.S.	29/146,610 August 14, 2001 U.S. Pat. D436,700 S October 1, 2002	Collapsible Mat with Pillow Portion and Body Portion	Issued	Mats

**TRADEMARK**

**REEL: 003338 FRAME: 0549**



Country	Application No. Filing Date Patent No. Issue Date	Title	Status	Product
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
U.S.	10/635,454 August 7, 2003 6,915,537	Towel-Mat with a Frame member and Removably Attached Membranes	Issued	Mats
Bahamas	1202 January 14, 2000 Bahamas Pat. 1202 January 14, 200	Towel-Mat with a Frame member and Removably Attached Membranes	Issued	Mats
U.S.	09/081,134 May 19, 1998 U.S. Pat. 6,170,100 B1 January 9, 2001	Self Opening Towel	Issued	Mats
PCT	PCT/US99/05733 March 16, 1999	Towel-Mat with a Frame member and Removably Attached Membranes	Inactive	Mats
Europe	EP 99913905.8 December 8, 2000 EP Pat. 1079718 July 9, 2003	Self Opening Towel	Issued	Mats
Germany	29924057 March 16, 1999 29924057 September 27, 2001	Self opening Towel	Issued	Mats
Japan	2000/549123 November 20, 2000	Towel-Mat with a Frame member and Removably Attached membranes	Pending	Mats
U.S.	09/797,948 March 5, 2001	Collapsible Support and Methods of Using the Same	Pending	Chair
Australia	2002254119 September 1, 2003	Collapsible Support and Methods of Using the Same	Pending	Chair
Canada	TBD September 3, 2003	Collapsible Support and Methods of Using the Same	Pending	Chair

Country	Application No. Filing Date Patent No. Issue Date	Title	Status	Product
Europe	02723334.5 September 4, 2002	Collapsible Support and Methods of Using the Same	Pending	Chair
PCT	PCT/US02/06695 March 5, 2002	Collapsible Support and Methods of Using the Same	Inactive	Chair
U.S.	10/233,784 September 4, 2002 6,820,927	Collapsible Support and Methods of Using the Same	Pending	Chair
U.S.	10/367,796 February 19, 2003 6,926,355	Collapsible Support and Methods of Using the Same	Pending	Chair
PCT	PCT/US03/27441 September 4, 2003	Collapsible Support and Methods of Using the Same	Pending	Chair
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
U.S.	10/621,582 July 18, 2003 6,942,005	Self-Opening Shades and methods of Using the Same	Pending	Shades
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
Australia	2001278202 January 31, 2003	Collapsible Shade for a Mat	Pending	Shades
Brazil	PI0112938-4 January 31, 2003	Collapsible Shade for a Mat	Pending	Shades
Europe	01956175.2 February 2, 2003	Collapsible Shade for a Mat	Pending	
PCT	PCT/US01/41556 August 3, 2001	Collapsible Shade for a Mat	Inactive	Shades
U.S.	60/238,988 October 10, 2000	Collapsible Floatation Device	Abandoned	Floating Lounger
U.S.	09/772,739 January 30, 2001 U.S. Pat. 6,485,344 B2 November 26, 2002	Collapsible Floatation Device	Issued	Floating Lounger
U.S.	10/295,906 November 18, 2002	Collapsible Floatation Device	Pending	Floating Lounger

Country	Application No. Filing Date Patent No. Issue Date	Title	Status	Product
PCT	PCT/US01/42596 October 10, 2001	Collapsible Floatation Device	Inactive	Floating Lounger
Australia	2002213464 April 28, 2003	Collapsible Floatation Device	Pending	Floating Lounger
Brazil	PI0114533-9 April 9, 2003	Collapsible Floatation Device	Pending	Floating Lounger
Canada	2,425,348 April 8, 2003	Collapsible Floatation Device	Pending	Floating Lounger
China	018719143.6 May 12, 2003	Collapsible Floatation Device	Pending	Floating Lounger
Germany	20121733.3 January 27, 2003 20121733.3 April 17, 2003	Collapsible Floatation Device	Issued	Floating Lounger
Europe	01981847.5 May 5, 2003	Collapsible Floatation Device	Pending	Floating Lounger
Japan	2002-534140 April 10, 2003	Collapsible Floatation Device	Pending	Floating Lounger
Korea	10-2003-7005072 April 10, 2003	Collapsible Floatation Device	Pending	Floating Lounger
Mexico	PA/a/2003/002949 April 3, 2003	Collapsible Floatation Device	Pending	Floating Lounger
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
PCT	PCT/US02/22686 July 17, 2002	Collapsible Mat with Removable Portion and Method of Making Same	Pending	Mats
U.S.	29/148,164 September 17, 2001 U.S. Pat. D458,792 S June 18, 2002	Mat with Body Portion	Issued	Mats
PCT	DM/059,756 January 16, 2002 DM/059,756 January 16, 2002	Mat with Body Portion	Issued	Mats
U.S.	10/358,303 February 5, 2003 6,691,344	Mat with Body Portion	Pending	Mats

Country	Application No. Filing Date Patent No. Issue Date	Title	Status	Product
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
Germany	40202562.8 March 18, 2002 40202562.8 June 3, 2002	Mat with Body Portion	Issued	Mats
U.S.	29/094,618 October 6, 1998 U.S. Pat. D425,357 May 23, 2000	Seat Liner	Issued	Mats
U.S.	10/368,492 February 21, 2003 6,990,994	Valve for Inflatable Article	Pending	Valve
U.S.	10/414,496 April 16, 2003 6,966,084	Support and Method of Using the Same	Pending	Portable Hammock
U.S.	10/370,082 February 21, 2003	Collapsible Floatation Device Having Support Member	Pending	Floating Lounger
U.S.	10/029,421 December 21, 2001 U.S. Pat. 6,644,475 B2 November 11, 2003	Multi-Purpose Bag	Issued	Bag
U.S.	10/167,410 June 13, 2002 6,860,785	Mechanical Self- Propelled Aquatical Device	Issued	
U.S.	11/034,210 January 13, 2005	Mechanical Self- Propelled Aquatical Device	Pending	
U.S.	11/199,136 August 9, 2005	Collapsible Support and Methods of Using the Same	Pending	
U.S.	11/356,013 February 17, 2006	Collapsible Mat with Removable Portion and Method of Making Same	Pending	
U.S.	11/283,875 November 21, 2005	Support and Method of Using the Same	Pending	

Country	Application No. Filing Date Patent No. Issue Date	Title	Status	Product
U.S.	10/370,082 February 21, 2003	Collapsible Floatation Device Having Two Inflatable Portions	Pending	
U.S.	11/139,493 May 31, 2005	Collapsible Floatation Device Having Two Inflatable Portions	Pending	
U.S.	10/776,981 February 11, 2004 6,923,706	Aquatic Toys	Pending	
U.S.	10/817,293 April 2, 2004	Aquatic Toys	Pending	
U.S.	10/696,262 October 29, 2004	Collapsible Protective Cover	Pending	
PCT	PCT/US2004/34336	Collapsible Protective Cover	Pending	
U.S.	10/452,272	Inflatable Floating Cooler	Pending	
U.S.	29/164,126 July 28, 2002 469,494	Not Available	Pending	
U.S.	29/164,157 July 18, 2002 471,614	Not Available	Pending	
U.S.	29/164,158 July 18, 2002 469,837	Not Available	Pending	
U.S.	29/164,159 July 18, 2002 469,838	Not Available	Pending	
U.S.	11/255,180 October 21, 2005	Drill/Saw Device Having Interchangeable Attachments	Pending	
U.S.	11/178,429 July 12, 2005	Towel Mat with Frame Member and Removably Attached Membrane	Pending	
U.S.	11/143,703 June 3, 2005	Collapsible floatation device	Pending	

Country	Application No. Filing Date Patent No. Issue Date	Title	Status	Product
U.S.	10/847,339 May 18, 2004	Collapsible flotation device	Pending	
U.S.	10/778,341 February 17, 2004 7,000,270 February 21, 2006	Collapsible mat with removable portion and method of making same	Issued	

**SCHEDULE B**

**INTELLECTUAL PROPERTY – Trademarks**

**Trademarks and Trademark Applications**  
**(Updated as of June 5, 2006)**

<b>Trademark</b>	<b>Country/Classes</b>	<b>Application No. Filing Date Registration No. Registration Date</b>	<b>Status</b>
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. 9 (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, 2201 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

<b>Trademark</b>	<b>Country/Classes</b>	<b>Application No. Filing Date Registration No. Registration Date</b>	<b>Status</b>
SNAP 2IT	U.S.	75/593,307 November 23, 1998 2,378,686 August 22, 2000	Registered
YOU'RE THERE	U.S.		Common Law
(Design)	U.S.		Common Law
BE A PUMPKIN ARTIST!	U.S.	ITU Serial No.: 78/814,903 Filed: 02/14/2006	Pending
CYBORG R/C SHARK	U.S.	ITU Serial No.: 78/755,178 Filed: 11/16/2005	Pending
SPLASHFX	U.S.	ITU Serial No.: 78/646,907 Filed: 06/09/2005	Pending
CHILLAXER	U.S.	ITU Serial No.: 78/645,999 Filed: 06/08/2005	Pending
CHILLAX	U.S.	ITU Serial No.: 78/645,977 Filed: 06/08/2005	Pending
SUBSURFER	U.S.	ITU Serial No.: 78/491,579	Pending
CYBORG R/C/ SHARK	U.S.	ITU Serial No.: 78/755,178	Pending
SPLASHFX	U.S.	Serial No.: 78/646,907 Filed: 06/09/2005	Pending
WATER DANCERS	U.S.	Registration No.: 3,084,059 April 25, 2006 Serial No.: 76/548,270 Filed: 10/01/03	Registered
SPRING FLOAT	U.S.	Registration No.: 3,010,004 Nov. 1, 2005 Serial No.: 76/548,269 October 1, 2003	Registered



<b>Trademark</b>	<b>Country/Classes</b>	<b>Application No. Filing Date Registration No. Registration Date</b>	<b>Status</b>
RAINBOW REEF	U.S.	Registration No.: 2,883,955 Sept. 14, 2004 Serial No. 76/548542 Filed: Oct. 2, 2003	Registered
LEARNING TO LOVE THE WATER	U.S.	Registration No.: 2,473,415 July 31, 2001 Serial No. 76/049074 Filed: May 15, 2000	Registered
SUN FLOAT	U.S.	Registration No.: 2,742,374 July 29, 2003 Serial No. 75/712011 Filed: May 21, 1999	Registered
SKIP DISK	U.S.	Registration No.: 2,390,855 October 3, 2000 Serial No. 75/545528 Filed: August 31, 1998	Registered
TOYPEDO	U.S.	Registration No.: 2,222,357 February 9, 1999 Serial No. 75/325189 Filed: July 16, 1997	Registered; Section 8 & 15 Affs. Accepted
SAFE T. SEAL (& Design)	U.S.	Registration No.: 2,064,547 May 27, 1997 Serial No. 74/735283 Filed: Sept. 8, 1995	Registered; Section 8 & 15 Affs. Accepted
POWR SWIMR (& Design)	U.S.	Registration No.: 2,066,328 June 3, 1997 Serial No. 74/735280 Filed: Sept. 8, 1995	Registered; Section 8 & 15 Affs. Accepted
SWIM WAYS (& Design)	U.S.	Registration No.: 1,780,439 July 6, 1993 Serial No. 74/332878 Filed: Nov. 19, 1992	Registered; 8 & 15 Affs. Accepted; Renewed

<b>Trademark</b>	<b>Country/Classes</b>	<b>Application No. Filing Date Registration No. Registration Date</b>	<b>Status</b>
NEWPORTER	U.S.	Registration No.: 1,652,508 July 30, 1991 Serial No. 74/092224 Filed: Aug. 29, 1990	Registered; 8 & 15 Affs. Accepted; Renewed
SWIMWAYS	U.S.	Registration No.: 1,384,490 February 25, 1986 Serial No. 73/549201 Filed: July 22, 1985	Registered; 8 & 15 Affs. Accepted; Renewed
TUG BOAT BABY FLOAT	U.S.	Registration No.: 1,984,756 July 2, 1996 Serial No. 74/432,422 Filed: September 7, 1993	Registered; 8 & 15 Affs. Accepted
REEF	U.S.	Serial No. 78/344,603 Filed December 23, 2003	Pending

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