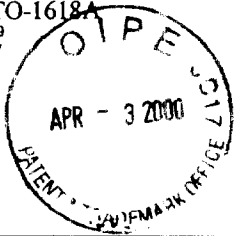


03/31/00

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



04-27-2000



101335983

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

#### Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

#### Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other

Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

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

Citizenship/State of Incorporation/Organization

04/26/2000 DNGUYEN 00000367 17:19:55

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

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575.00 OF

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

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002060 FRAME: 0822

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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

#

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

Mark if additional numbers attached

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

Trademark Application Number(s)

Registration Number(s)

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

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

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

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

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

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

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

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

Mark if additional numbers attached

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

**Trademark Application Number(s)**

**Registration Number(s)**

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1,791,035	1,908,190	2,056,107
1,779,555	1,724,575	1,037,347
2,037,837	1,792,133	1,516,311
1,796,640	1,129,506	2,051,449
795,759	1,798,824	1,521,574
1,727,096	1,796,843	1,403,255
1,731,346	1,795,708	1,060,660

Registration Number(s)

1,314,822  
1,228,604  
1,249,940  
1,509,375  
1,733,296  
1,127,467  
1,213,127  
1,972,937  
2,078,369

*Satisfied and Released*  
*Raymond Alletti*  
*Fremont Financial - AVP*

## PATENT, TRADEMARK AND LICENSE MORTGAGE

THIS PATENT, TRADEMARK AND LICENSE MORTGAGE (the "Mortgage") made as of this 17<sup>th</sup> day of June, 1998, by Dacor Corporation, an Illinois corporation, with its chief executive office and principal place of business at 161 Northfield Road, Northfield, Illinois 60093 ("Mortgagor"), is in favor of Fremont Financial Corporation ("Mortgagee"), with an office at 303 West Madison Street, Suite 500, Chicago, Illinois 60606.

### WITNESETH:

WHEREAS, Mortgagor and Mortgagee are parties to a certain Loan and Security Agreement of even date herewith (the "Loan Agreement"), which Loan Agreement provides (i) for Mortgagee to, from time to time, extend credit to or for the account of Mortgagor and (ii) for the grant by Mortgagor to Mortgagee, of a security interest in certain of Mortgagor's assets, including, without limitation, its patents, patent applications, trademarks, trademark applications, tradenames, service marks, service mark applications, goodwill and licenses;

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

1. Capitalized Terms. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Mortgage of Patents, Trademarks and Licenses. To secure the complete and timely satisfaction of all of the Obligations, Mortgagor hereby assigns, creates a security interest in and pledges to Mortgagee, as and by way of a first mortgage and security interest having priority over all other security interests, all of Mortgagor's right, title and interest in and to all of its now existing and hereafter created or acquired:

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (i)-(iv) of this subsection 2(a), are sometimes hereinafter referred to individually as a "Patent" and, collectively, as the "Patents");

(b) trademarks, trademark registrations, trademark applications, tradenames and tradestyles, service marks, service mark registrations and service

mark registration applications, including, without limitation, the trademarks, tradenames, service marks, registrations and applications for registration listed on Exhibit B attached hereto and hereby made a part hereof, and (i) renewals or extensions thereof, (ii) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, tradenames and tradestyles, service marks and applications and registrations thereof, together with the items described in clauses (i)-(iv) of this subsection 2(b), are sometimes hereinafter referred individually as a "Trademark", and, collectively, as the "Trademarks");

(c) all license agreements with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any registration or application for registration or any other tradename or tradestyle between Mortgagor and any other party, whether Mortgagor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit C attached hereto and hereby made a part hereof (all of the foregoing license agreements and Mortgagor's rights thereunder are referred to collectively as the "Licenses"); and

(d) the goodwill of Mortgagor's business connected with and symbolized by the Trademarks.

Upon the occurrence of an Event of Default, Mortgagee shall have the power, to the extent permitted by law, to sell the Patents, Trademarks and Licenses. Until such time as Mortgagee exercises such right to sell, Mortgagor retains all rights to use the Patents, Trademarks and Licenses in the ordinary course of its business, subject to the terms of this Mortgage.

3. Warranties, Representations and Covenants. Mortgagor warrants and represents to Mortgagee, that:

(a) No Patent, Trademark or License has been adjudged invalid or unenforceable or has been canceled, in whole or in part, and each such Patent, Trademark and License is presently subsisting;

(b) Each of the Patents, Trademarks and Licenses is valid and enforceable;

(c) Mortgagor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Licenses, free and clear of any liens, charges and encumbrances, including without limitation licenses, shop rights and covenants by Mortgagor not to sue third persons.

(d) Mortgagor has adopted, used and is currently using, or has a bona fide intention to use, all of the Trademarks;

(e) Mortgagor has no notice of any suits or actions commenced or threatened with reference to the Patents, Trademarks or Licenses; and

(f) Mortgagor has the right to execute and deliver this Mortgage and perform its terms.

4 Restrictions on Future Agreements. Mortgagor agrees that until the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Mortgagor shall not sell or assign its interest in, or grant any license under, the Patents, Trademarks or Licenses, or enter into any other agreement with respect to the Patents, Trademarks or Licenses which is inconsistent with the obligations under this Mortgage, without the prior written consent of Mortgagee, and Mortgagor further agrees that it shall not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Mortgagee under this Mortgage.

5 New Patents, Trademarks, and Licenses. Mortgagor represents and warrants that the Patents, Trademarks and Licenses listed on Exhibits A, B and C, respectively, constitute all of the Patents and Trademarks now owned, and Licenses granted by or to Mortgagor. If, before the Obligations shall have been satisfied in full or before the Loan Agreement has been terminated, Mortgagor shall (a) obtain rights to any new patentable inventions, Patents, Trademarks or Licenses, or (b) become entitled to the benefit of any Patents, Trademarks, or Licenses or any improvement on any Patent, the provisions of this Mortgage above shall automatically apply thereto and Mortgagor shall give to Mortgagee prompt written notice thereof. Mortgagor hereby authorizes Mortgagee to modify this Mortgage by amending Exhibits A, B and C, as applicable, to include any such Patents, Trademarks and Licenses.

6 Royalties; Term. The term of the mortgages granted herein shall extend until the earlier of (a) the expiration of each of the respective Patents, Trademarks and Licenses assigned hereunder, and (b) the date on which the Obligations have been paid in full and the Loan Agreement has been terminated. Upon the occurrence of an Event of Default, Mortgagor agrees that the use by Mortgagee of all Patents, Trademarks and Licenses shall be worldwide and without any liability for royalties or other related charges from Mortgagee to Mortgagor.

7 Grant of License to Mortgagor. Unless and until an Event of Default shall have occurred, Mortgagee hereby grants to Mortgagor the exclusive, nontransferable right and license to use the Trademarks in the ordinary course of its business, to exercise Mortgagee's rights under the Licenses, and to make, have made, use and sell the inventions disclosed and claimed in the Patents for Mortgagor's own benefit and account and for none

other. Mortgagor shall use the Trademarks only on goods of at least as high quality as the goods on which Mortgagor or its predecessor used the goods prior to the date hereof. Mortgagor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Mortgagor in this Section 7, without the prior written consent of Mortgagee. From and after the occurrence of an Event of Default, Mortgagor's license with respect to the Patents, Trademarks and Licenses set forth in this Section 7 shall terminate forthwith, and Mortgagee shall have, in addition to all other rights and remedies given it by this Mortgage, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code (or such other applicable laws) as enacted in any of the jurisdictions in which the Patents, Trademarks or Licenses may be located.

8 Mortgagee's Right to Inspect. Mortgagee shall have the right, at any time and from time to time during normal business hours and prior to payment in full of the Obligations and termination of the Loan Agreement, to inspect Mortgagor's premises and to examine Mortgagor's books, records and operations, including, without limitation, Mortgagor's quality control processes. Mortgagor agrees (a) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof and (b) to provide Mortgagee, upon Mortgagee's request from time to time, with a certificate of an officer of Mortgagor certifying Mortgagor's compliance with the foregoing. Upon the occurrence of an Event of Default, Mortgagor agrees that Mortgagee, or a conservator appointed by Mortgagee, shall have the right to establish such additional product quality controls as Mortgagee, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Mortgagor under the Trademarks.

9 Release of Mortgage. This Mortgage is made for collateral purposes only. Upon payment in full of the Obligations and termination of the Loan Agreement, Mortgagee shall execute and deliver to Mortgagor all deeds, assignments and other instruments, and shall take such other actions, as may be necessary or proper to re-vest in Mortgagor full title to the Patents, Trademarks, and Licenses, subject to any disposition thereof which may have been made by Mortgagee pursuant hereto or pursuant to the Loan Agreement.

10. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Mortgagor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' and paralegals' fees and legal expenses, incurred by Mortgagee in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Patents, Trademarks and Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks and Licenses, shall be borne by and paid by Mortgagor on demand by Mortgagee and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the then applicable rate as provided in Section 2.5 of the Loan Agreement.



11. Duties of Mortgagor. Mortgagor shall have the duty (a) to prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or thereafter until the Obligations shall have been paid in full, (b) to make application on unpatented but patentable inventions and on trademarks and service marks, as appropriate, (c) to preserve and maintain all rights in the Patents, Trademarks and Licenses, and (d) to ensure that the Patents, Trademarks and Licenses are and remain enforceable. Any expenses incurred in connection with Mortgagor's obligations under this Section 11 shall be borne by Mortgagor. Mortgagor shall not abandon any right to file a patent, trademark or service mark application, or abandon any pending patent application, or any other Patent, Trademark or License without the prior written consent of Mortgagor.

12. Mortgagee's Right to Sue. After the occurrence of an Event of Default, Mortgagee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks and Licenses, and, if Mortgagee shall commence any such suit, Mortgagor shall, at the request of Mortgagee, do any and all lawful acts and execute any and all proper documents required by Mortgagee in aid of such enforcement and Mortgagor shall promptly, upon demand, reimburse and indemnify Mortgagee for all reasonable costs and expenses incurred by Mortgagee in the exercise of its rights under this Section 12.

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

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

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

16. Cumulative Remedies; Power of Attorney; Effect on Loan Agreement. All of Mortgagee's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence of an Event of Default, Mortgagor hereby authorizes Mortgagee to make, constitute and appoint any officer or agent of Mortgagee as Mortgagee may select, in its sole discretion, as Mortgagor's true and lawful attorney-in-fact, with power to (a) endorse Mortgagor's name on

all applications, documents, papers and instruments necessary or desirable for Mortgagee in the use of the Patents, Trademarks and Licenses, or (b) take any other actions with respect to the Patents, Trademarks and Licenses as Mortgagee deems to be in its best interest, or (c) grant or issue any exclusive or non-exclusive license under the Patents, Trademarks or Licenses to anyone, or (d) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks or Licenses to anyone. Mortgagor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and the Loan Agreement, including any amendments thereto, has been terminated. Mortgagor acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Mortgagee under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies. Mortgagee shall have, in addition to all other rights and remedies given it by the terms of this Mortgage and the Loan Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code (or such other applicable law) as enacted in any jurisdiction in which the Patents, Trademarks or Licenses may be located.

17. Binding Effect; Benefits. This Mortgage shall be binding upon Mortgagor and its respective successors and permitted assigns, and shall inure to the benefit of Mortgagee and its successors, nominees and assigns.

18. GOVERNING LAW. THIS MORTGAGE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS.

19. Consent to Forum and Waivers. TO INDUCE MORTGAGEE TO MAKE THE LOAN, AS EVIDENCED BY THE LOAN AGREEMENT AND THIS AGREEMENT, MORTGAGOR IRREVOCABLY AGREES THAT, SUBJECT TO MORTGAGEE'S SOLE AND ABSOLUTE ELECTION, ALL SUITS, ACTIONS OR OTHER PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT OR ANY DOCUMENTS EXECUTED IN CONNECTION HEREWITH, SHALL BE SUBJECT TO LITIGATION IN COURTS HAVING SITUS WITHIN CHICAGO, ILLINOIS. MORTGAGOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN CHICAGO, ILLINOIS. MORTGAGOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT AGAINST MORTGAGOR BY MORTGAGEE IN ACCORDANCE WITH THIS SECTION. MORTGAGOR AND MORTGAGEE HEREBY WAIVE, TO THE EXTENT PERMITTED BY LAW, TRIAL BY JURY. MORTGAGOR FURTHER WAIVES ANY BOND OR SURETY OR SECURITY UPON SUCH BOND WHICH MIGHT, BUT FOR THIS WAIVER, BE REQUIRED OF MORTGAGEE.

20. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

21. Further Assurances. Mortgagor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Mortgagee shall reasonably request from time to time in order to carry out the purpose of this Mortgage and agreements set forth herein.

22. Survival of Representations. All representations and warranties of Mortgagor contained in this Mortgage shall survive the execution and delivery of this Mortgage and shall be remade on the date of each borrowing under the Loan Agreement.

IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage in favor of Mortgagee as of the date first written above.

DACOR CORPORATION

By *Joan Deuser*  
Its CEO/Secretary

Agreed and Accepted this  
17th day of June, 1998.

FREMONT FINANCIAL CORPORATION

By: *Marian H. Kammerer*  
Its: Vice President

STATE OF ILLINOIS        )  
                                  )SS  
COUNTY OF COOK        )

The foregoing Patent, Trademark and License Mortgage was executed and acknowledged before me this 1<sup>th</sup> day of June, 1998, by Jean Davison and \_\_\_\_\_, personally known to me to be the CEO of Dacor Corporation, an Illinois corporation, on behalf of such corporation.



Faith L. Shook  
Notary Public

My Commission expires:  
02/04/02

AFTER FILING RETURN THIS INSTRUMENT TO:

Kim Slotky Reich  
Goldberg, Kohn, Bell, Black,  
Rosenbloom & Moritz, Ltd.  
Suite 3700  
55 East Monroe  
Chicago, Illinois 60603

**EXHIBIT A**

Patents

See Attached.

ISSUED PATENTS - UNITED STATES  
DACOR CORPORATION  
October 15, 1997

<u>PATENT NO.</u>	<u>ISSUE DATE</u>	<u>TITLE</u>	<u>NEXT ACTION</u>	<u>FILE #</u>
D 255,609	06/24/80	UNDERWATER BREATHING REGULATOR	Expired	54816
D 266,265	09/21/82	SWIM FIN		54812
D 288,346	02/17/87	SNORKEL		
D 290,763	07/07/87	DIVING MASK		54813
D 302,747	08/08/89	DIVING MASK DESIGN DM65		54824
D 355,012	01/31/95	SWIMMING FIN (Design)	Expires 02/02/2009	57372
D 367,875	03/12/96	DIVING MASK WITH FOUR WINDOWS (QL) (Design)	Expires 03/12/2010	60049
D 368,107	03/19/96	DIVING MASK WITH TWO WINDOWS (DL) (Design)	Expires 03/19/2010	60161
D 371,566	07/09/96	DIVING MASK (ULTRALITE) (Design)	Expires 07/09/2010	60050
3,866,253	02/18/75	DIVERS BUOYANCY VEST	Expired	
3,993,060	11/23/76	DIVING SNORKEL WITH CONVULATED TUBE	Expired	

<u>PATENT NO.</u>	<u>ISSUE DATE</u>	<u>TITLE</u>	<u>NEXT ACTION</u>	<u>FILE #</u>
4,032,311	06/28/77	TANK FILTER	Expired	
4,035,857	07/19/77	DIVERS BUOYANCY VEST	Expired	
4,068,657	01/17/78	CONSTANT VOLUME BUOYANCY COMPENSATION SYSTEM	Expired	
4,098,110	07/04/78	DEPTH GAUGE	Expired	
4,140,112	02/20/79	DIVING REGULATOR		
4,140,113	02/20/79	BREATHING APPARATUS		
4,114,389	09/19/78	CONSTANT VOLUME BUOYANCY REGULATOR		54822
4,182,323	01/08/80	BREATHING APPARATUS		54817
4,214,580	07/29/80	BREATHING APPARATUS AND METHOD OF OPERATION		54820
4,446,859	05/08/84	BREATHING APPARATUS	Abandoned	
4,616,645	10/14/86	DIVING REGULATOR WITH ANTI-FREE-FLOW VANE	3rd maintenance fee due 04/14/98	54818
4,664,109	05/12/87	MOUTHPIECE	3rd maintenance fee due 11/12/98	54815

<u>PATENT NO.</u>	<u>ISSUE DATE</u>	<u>TITLE</u>	<u>NEXT ACTION</u>	<u>FILE #</u>
4,834,084	05/30/89	SELF-DRAINING SNORKEL	3rd maintenance fee due 11/30/2000	54814
5,097,860	03/24/92	PRESSURE REGULATOR FOR UNDERWATER BREATHING APPARATUS (RELIEF VALVE)	2nd maintenance fee due 09/24/2005	54965
5,176,169	01/05/93	PRESSURE REGULATOR FOR UNDERWATER BREATHING SYSTEM (MODULAR CONSTRUCTION)	2nd maintenance fee due 07/05/2000	54819
5,199,422	04/06/93	MODULAR SNORKEL	2nd maintenance fee due 10/06/2000	54044
5,222,490	06/29/93	BREATHING REGULATOR HAVING AIR INJECTOR FEATURE	2nd maintenance fee due 12/29/2000	55869
5,233,976	08/10/93	SECOND STAGE REGULATOR HOSE WITH BUILT-IN CONE ADJUSTING TOOL	2nd maintenance fee due 02/10/2001	55283
5,265,591	11/30/93	MASK STRAP RETAINER CLIP FOR THREADED SNORKEL TUBE	2nd maintenance fee due 05/30/2001	55370



<u>PATENT NO.</u>	<u>ISSUE DATE</u>	<u>TITLE</u>	<u>NEXT ACTION</u>	<u>FILE #</u>
5,313,712	05/24/94	SCUBA DIVING INSTRUMENT CONSOLE HAVING SWIVELLING COMPASS ASSEMBLY	2nd maintenance fee due 11/24/2001	58116
5,457,284	10/10/95	INTERACTIVE DIVE COMPUTER	1st maintenance fee due 04/10/99	54392
5,529,057	06/25/96	SNORKEL SPLASH PROTECTOR	1st maintenance fee due 12/25/2000	60647
5,522,679	06/04/96	BUOYANCY COMPENSATOR HAVING ATTACHED BACKPACK	1st maintenance fee due 12/04/2000	56655
5,630,775	05/20/97	KICK STROKE SIMULATOR	1st maintenance fee due 11/20/2000	60352
5,657,493	08/19/97	DIVING MASK WITH QUICK RELEASE STRAP ATTACHMENT	1st maintenance fee due 02/19/2001	61001
5,683,279	11/04/97	MULTI PART DIVING FIN		

PATENT APPLICATIONS - UNITED STATES  
 DACOR CORPORATION  
 October 15, 1997

<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>TITLE</u>	<u>NEXT ACTION</u>	<u>FILE #</u>
07/766,054	09/26/91	BREATHING REGULATOR HAVING AIR INJECTOR FEATURE	Abandoned in favor of C-I-P (55869).	54045
07/905,730	06/29/92	SCUBA DIVING INSTRUMENT CONSOLE HAVING SWIVELLING COMPASS ASSEMBLY	Abandoned in favor of FWC (58116).	55381
07/911,131	07/09/92	TELESCOPING SNORKEL	Abandoned 02/17/93.	55022
		AIR POWERED TANK CINCH	Application drafted. Awaiting inventor comments.	55713
08/255,658	06/08/94	DIVING MASK WITH QUICK RELEASE STRAP ATTACHMENT	Abandoned in favor of FWC (61001).	60048
08/417,665	04/05/95	DIVING MASK WITH UPWARD PURGE ROUTING	Abandoned per T. Aubin 11/13/96.	60270
08/516,019	08/16/95	APPARATUS FOR ATTACHING ITEMS TO CLOTHING	Abandoned in favor of a CIP application (60970)	60711
08/559,247	11/16/95	MULTI-PART DIVING FIN	Issue Fee paid. Awaiting Patent Certificate.	60707
08/587,516	01/17/96	APPARATUS FOR ATTACHING ITEMS TO CLOTHING	Abandoned per T. Aubin 05/15/97.	60970

PATENT APPLICATIONS - UNITED STATES  
DACOR CORPORATION  
October 15, 1997

<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>TITLE</u>	<u>NEXT ACTION</u>	<u>FILE #</u>
		MULTI-PART FIN (Design)	Awaiting final drawings from Dacor.	61485
		TORSO WARMER FOR A BUOYANCY COMPENSATOR	Patent Application Prepared. Awaiting signed formal papers.	61882

PATENTS AND PATENT APPLICATIONS - FOREIGN  
 DACOR CORPORATION  
 October 15, 1997

<u>PATENT/ APPL. NO.</u>	<u>ISSUE DATE</u>	<u>TITLE</u>	<u>NEXT ACTION</u>	<u>FILE #</u>
CANADA -----				
(D) 58216	02/17/87	DIVING MASK (DM65 HATTORI)	Abandoned	54824
1,090,673	12/02/80	BREATHING APPARATUS	Expires 12/02/97	54821
53533	10/30/84	DIVING MASK (TRI-VISTA)	Expired 10/30/94	54813
2,078,186	11/01/94	PRESSURE REGULATOR FOR UNDERWATER BREATHING SYSTEM (MODULAR CONSTRUCTION)	Annuity due 09/14/98 Expires 09/14/2012.	54819
2,094,094	10/24/95	SECOND STAGE REGULATOR HOSE WITH BUILT-IN CONE ADJUSTING TOOL	Annuity due 04/15/98 Expires 04/15/2013.	55283
2,150,505	filing date 05/30/95	BUOYANCY COMPENSATOR HAVING ATTACHED BACKPACK	Response to Outstanding Office Action Due 12/27/97. Preparation of Response Authorized. Annuity due 05/30/98	56655

7      TOTAL PATENTS      TOTAL APPLIC.

FILE #

NEXT ACTION

TITLE

ISSUE DATE

PATENT/  
APPLN. NO.

FRANCE

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95 06572	filing date 06/02/95	BUOYANCY COMPENSATOR HAVING ATTACHED BACKPACK	Printing and Grant Fee paid. Awaiting further Action. Annuity due 06/30/98.	56655
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95 06775	filing date 06/08/95	DIVING MASK WITH QUICK RELEASE STRAP ATTACHMENT	Application published. Awaiting further Action. Annuity due 06/30/98.	60048
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0 534 741	11/13/96	BREATHING REGULATOR HAVING AIR INJECTOR FEATURE	Awaiting First Action. Annuity due 09/24/98.	54045
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0 568 263	08/14/96	SECOND STAGE REGULATOR HOSE WITH BUILT-IN CONE ADJUSTING TOOL	Awaiting First Action. Annuity due 04/21/98.	55283
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GERMANY

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(D) MR-14-942	03/20/79	SWIM FIN	Abandoned.	54812
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<u>PATENT/ APPLN. NO.</u>	<u>ISSUE DATE</u>	<u>TITLE</u>	<u>NEXT ACTION</u>	<u>FILE #</u>
P19520981.8	filing date 06/08/95	DIVING MASK WITH QUICK RELEASE STRAP ATTACHMENT	Application published. Request for Examination due no later than 06/08/2002. Annuity due 06/30/98.	60048
0 568 263	08/14/96	SECOND STAGE REGULATOR HOSE WITH BUILT-IN CONE ADJUSTING TOOL	Awaiting first Action. Annuity due 04/21/98.	55283
ITALY -----				
1,050,052	03/10/81	DIVING SNORKEL WITH CONVOLUTED TUBE	Abandoned.	54827
D 023,071	04/15/85	SWIM FIN	Expired 01/09/94.	54812
1,184,801	10/28/87	DIVING REGULATOR WITH ANTI- FREE-FLOW VANE	Annuity due 08/31/98. Expires 08/01/2005.	54818
D 0411 118	04/01/86	DIVING MASK (Design) (TRI-VISTA)	Expires 10/01/99.	54813

**RECEIPT AND RELEASE OF OBLIGATIONS**

I, Bruce Sim, as V.P. of Finova Capital Corporation, successor-in-interest to Fremont Financial Corporation ("Bank"), hereby acknowledges receipt of payment in full of all amounts owing or owed from Dacor Corporation, an Illinois corporation (the "Company") to Bank. I further acknowledge the release of any and all other obligations of the Company to Bank including, without limitation, all mortgages, security interests and guaranties, including, without limitation the Patent, Trademark and License Mortgage dated as of June 17, 1998 by the Company to Bank.

FINOVA CAPITAL CORPORATION, successor-in-interest to Fremont Financial Corporation

By  \_\_\_\_\_

Its V.P. President \_\_\_\_\_

March 29, 2000

<u>PATENT/ APPLN. NO.</u>	<u>ISSUE DATE</u>	<u>TITLE</u>	<u>NEXT ACTION</u>	<u>FILE #</u>
MI 95A001145	filing date 06/01/95	BUOYANCY COMPENSATOR HAVING ATTACHED BACKPACK	Awaiting first Action. Annuity due 06/30/98.	56655
MI 95A001180	filing date 06/06/95	DIVING MASK WITH QUICK RELEASE STRAP ATTACHMENT	Awaiting first Action. Annuity due 06/20/98.	60048
0 534 741	11/13/96	BREATHING REGULATOR HAVING AIR INJECTOR FEATURE	Awaiting first Action. Annuity due 09/24/98.	54045
0 568 263	08/14/96	SECOND STAGE REGULATOR HOSE WITH BUILT-IN CONE ADJUSTING TOOL	Awaiting first Action. Annuity due 04/21/98.	55283
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JAPAN				
D Ser. No. 9277/1986	filing date 03/14/86	SNORKEL	Abandoned 12/10/92.	54830
D Ser No. 41490/1984	filing date 10/05/84	DIVING MASK (TRI-VISTA)	Abandoned 12/10/92.	54813
185435885	07/07/94	DIVING REGULATOR WITH ANTI- FREE-FLOW VANE	Annuity due 08/23/98. Expires 08/26/2005.	54818



<u>PATENT/ APPLN. NO.</u>	<u>ISSUE DATE</u>	<u>TITLE</u>	<u>NEXT ACTION</u>	<u>FILE #</u>
4-297589	filing date 09/26/92	BREATHING REGULATOR HAVING AIR INJECTOR FEATURE	Response to Office Action Due 11/19/97.	54045
5-133802	filing date 04/26/93	SECOND STAGE REGULATOR HOSE WITH BUILT-IN CONE ADJUSTING TOOL	Request for Examination due 04/26/2000.	55283
7-136516	filing date 06/02/95	BUOYANCY COMPENSATOR HAVING ATTACHED BACKPACK	Application laid open for public inspection. Request for Examination due 05/31/2002.	56655
175332/1995	filing date 06/08/95	DIVING MASK WITH QUICK RELEASE STRAP ATTACHMENT	Application laid open for public inspection. Await- ing further action.	60048
NEW ZEALAND -----				
280152	filing date 10/02/95	DIVING MASK WITH QUICK RELEASE STRAP ATTACHMENT	Application Accepted. Awaiting Patent Certificate.	60048

FILE #

NEXT ACTION

TITLE

ISSUE DATE

PATENT/  
APPLN. NO.

PCT

PCT/US96/18253 filing date 11/16/96  
 EP (designating France, Germany Italy and Spain) and China  
 MULTI-PART DIVING FIN  
 Response to Written Opinion filed 10/10/97. Awaiting further Action.

60707

TAIWAN

ND 10895	06/17/86	SNORKEL	Expired	54829
ND 13818	11/26/87	DIVING MASK (TRI-VISTA)	Expired	54813
ND 13640	10/14/87	SNORKEL VENT MOUTHPIECE	Expired	54825
ND 12239	01/20/87	SNORKEL MOUTHPIECE	Expired	54823
ND 17904	03/31/89	SNORKEL	Expired	54830
81107207	filing date 09/14/92	TELESCOPING SNORKEL	Abandoned 06/03/93	55022

TRADEMARK

REEL: 002060 FRAME: 0847

<u>PATENT/ APPLN. NO.</u>	<u>ISSUE DATE</u>	<u>TITLE</u>	<u>NEXT ACTION</u>	<u>FILE #</u>
049024	02/02/96	DIVING MASK (Ultralite)	Annuity due 09/10/97. Expires 09/29/2004.	60050
076231	05/14/96	DIVING MASK WITH UPWARD PURGE ROUTING	Abandoned per T. Aubin 11/13/96.	60270
8421452	filing date 06/13/95	DIVING MASK WITH QUICK RELEASE STRAP ATTACHMENT	Response to second Official Action filed. Awaiting further Action.	60048
86100978	filing date 01/29/97	MULTI-PART DIVING FIN	Awaiting first Action.	60707
UNITED KINGDOM				
0 534 741	11/13/96	BREATHING REGULATOR HAVING AIR INJECTOR FEATURE	Awaiting first Action Annuity due 09/24/98.	54045
0 568 263	08/14/96	SECOND STAGE REGULATOR HOSE WITH BUILT-IN CONE ADJUSTING TOOL	Awaiting first Action. Annuity due 04/21/98.	55283

**EXHIBIT B**

**Trademarks**

See Attached.

REGISTERED TRADEMARKS - UNITED STATES  
 DACOR CORPORATION  
 October 15, 1997

<u>REGISTERED TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>GOODS</u>	<u>NEXT ACTION</u>	<u>RENEWAL DATE</u>	<u>FILE #</u>
ALPHA	1,521,112	swim fins		01/17/2009	54761
CARIBBEAN	1,581,226	buoyancy compensator jacket		02/06/2000	54768
CHAMELEON	1,559,621	buoyancy compensator jackets		10/10/2009	54786
COMMANDER	1,600,541	buoyancy control jacket		06/12/2000	54771
CORDAFLEX	1,251,788	swim fins		09/20/2003	54776
DACOR	1,023,981	diving equipment		10/28/2005	54773
DACOR	1,521,823	sports bags		01/24/2009	54763
DACOR and DESIGN	1,027,636	diving equipment		12/16/2005	54769
DACOR & DESIGN	1,909,749	scuba diving equipment (Classes 8, 9, 11, 12, 25, 28)		08/08/2005	57236

<u>REGISTERED TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>GOODS</u>	<u>NEXT ACTION</u>	<u>RENEWAL DATE</u>	<u>FILE #</u>
DACOR IS DIVING	1,568,445	towels		11/28/99 (Abandoned 6/20/95)	54760
DACOR SPORT & DESIGN	1,791,035	scuba diving equipment	Sec. 8 & 15 08/31/99	08/31/2003	54795
ELITE	1,556,645	buoyancy compensators		Abandoned.	54774
ENDURO	1,779,555	scuba diving equipment, including breathing regulators	Sec. 8 & 15 06/29/99	06/29/2003	54370
FLYT	2,037,837	wetsuits	Sec. 8 & 15 02/11/2003	02/11/2007	60605
FOG FREE	1,610,262	diving masks/goggles and underwater lenses		Abandoned - No use on goods	54764
FORMULA	1,562,000	diving regulators		10/24/2009 (Abandoned 6/20/95)	54772

<u>REGISTERED TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>GOODS</u>	<u>NEXT ACTION</u>	<u>RENEWAL DATE</u>	<u>FILE #</u>
GEARED FOR THE ENVIRONMENT	1,796,640	scuba diving and snorkeling equipment	Sec. 8 & 15 10/05/99	10/05/2003	54371
GEMINI	1,603,522	breathing regulators	Sec. 8 & 15 06/26/96	Abandoned 06/26/96 - refiled (61331)	54966
GLO-TOP	795,759	snorkels		09/07/2005	54783
HI-TECH	1,516,254	instruments for measuring depth, temperature, pressure and direction		Abandoned	54767
HI-TECH	1,577,897	weight belts		Abandoned 01/16/96	54758
INNOVATOR	1,496,902	underwater masks		Abandoned	54762
INTEGRA	1,727,096	buoyancy compensators	Sec. 8 & 15 10/27/98	10/27/2002	55275
INTEGRA	1,731,346	masks, fins and snorkels	Sec. 8 & 15 11/10/98	11/10/2002	55387

<u>REGISTERED TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>GOODS</u>	<u>NEXT ACTION</u>	<u>RENEWAL DATE</u>	<u>FILE #</u>
MICRO-BRAIN	1,517,831	computer anticipates and avoids need for decompression stops by divers		Abandoned	54759
MIKADO	1,908,190	underwater knives	Sec. 8 & 15 08/01/2001	08/01/2005	60008
NAUTICA	1,724,575	buoyancy compensators, first and second stage breathing regulators	Sec. 8 & 15 10/13/98	10/13/2002	54449
OMNI	1,792,133	scuba diving equipment, including diving computers	Sec. 8 & 15 09/07/99	09/07/2003	54369
OMNI BRAIN	1,579,905	diving computer	Sec. 8 & 15 01/30/96	01/30/2000 (Abandoned 6/20/95)	54770
PACER	1,129,506	diving regulators		01/22/2000	54779



<u>REGISTERED TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>GOODS</u>	<u>NEXT ACTION</u>	<u>RENEWAL DATE</u>	<u>FILE #</u>
PURSUIT	1,798,824	masks and fins	Sec. 8 & 15 10/12/99	10/12/2003	55994
QUANTUM	1,796,843	scuba diving equipment, including breathing regulators	Sec. 8 & 15 10/05/99	10/05/2003	54290
REEF SAVER	1,795,708	diving instruments	Sec. 8 & 15 09/28/99	09/28/2003	55962
THE RIG	2,056,107	scuba diving equipment, namely water buoyancy compensator vests	Sec. 8 & 15 04/22/2003	04/22/2007	60602
SCUBA SKINS	1,559,098	dive tights	Sec. 8 & 15 10/3/95	10/03/2009 (Abandoned 6/20/95)	54775
SEA CAP	1,058,515	hats		Abandoned 02/08/97	54781
SEACHUTE	1,037,347	scuba diving vest		04/06/2006	54766
SEASPRINT	1,516,311	personal propulsion units		12/13/2008	54756

<u>REGISTERED TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>GOODS</u>	<u>NEXT ACTION</u>	<u>RENEWAL DATE</u>	<u>FILE #</u>
SOJOURN	2,051,449	scuba diving equipment, namely underwater buoyancy compensator vests	Sec. 8 & 15 04/08/2003	04/08/2007	60604
SPLASH	1,521,574	underwater knives, underwater lights, snorkeling gear bags, and scuba diving masks and snorkels		01/24/2009	54718
SUPER-VENT	1,403,255	snorkels		07/29/2006	54638
THERMOSKIN	1,060,660	diving suits		03/08/2007	54782
TRIVISTA	1,314,822	diving masks		01/15/2005	
TURBOFLEX	1,228,604	diving snorkels and swim fins		02/22/2003	54777
TURBO VENT	1,249,940	diving snorkels		08/30/2003	54778
ULTRA	1,509,375	swim fins		10/18/2008	54757

<u>REGISTERED TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>GOODS</u>	<u>NEXT ACTION</u>	<u>RENEWAL DATE</u>	<u>FILE #</u>
ULTRA	1,733,296	scuba diving masks	Sec. 8 & 15 11/17/98	11/17/2002	54714
VENTURMATIC	1,127,467	diving regulators		12/11/99	54780
VISTA	1,213,127	diving masks		10/19/2002	54967
VISTA & DESIGN (rectangular)	1,972,937	scuba diving and snorkeling equipment, namely, boots, gloves wetsuits (class 25); underwater swimming fins, and snorkels (class 28)	Sec. 8 & 15 05/07/2002	05/07/2006	60634
VISTA & DESIGN	2,078,369	breathing regulators, buoyancy compensators, vests, diving measure- ments instruments, compasses, gauges, calculators, instrument consoles, boots, hats, shirts, masks, fins and snorkels.	Sec. 8 & 15 07/15/2003	07/15/2007	60018



TRADEMARK APPLICATIONS - UNITED STATES  
 DACOR CORPORATION  
 October 15, 1997

<u>TRADEMARK</u>	<u>SERIAL NUMBER</u>	<u>FILING DATE</u>	<u>GOODS</u>	<u>NEXT ACTION</u>	<u>FILE #</u>
DACOR ISLANDER	74/282,907 (ITU)	06/08/92	underwater buoyancy compensators	Abandoned.	55626
DACOR FREQUENT DIVER PROGRAM and DESIGN	74/689,040	06/15/95	advertising program for promoting awareness of Dacor products to consumers, dealers and diving instructors	Abandoned. Planned for refiling.	60601
DRY-ICE	74/222,846 (ITU)	11/15/91	scuba diving equipment, including breathing regulators	Abandoned.	54289
ELITE			scuba diving equipment, namely masks	Application drafted.	60818
EXTREME	74/222,635 (ITU)	11/15/91	scuba diving equipment, including breathing regulators	Abandoned.	54288

<u>TRADEMARK</u>	<u>SERIAL NUMBER</u>	<u>FILING DATE</u>	<u>GOODS</u>	<u>NEXT ACTION</u>	<u>FILE #</u>
ISLANDER	74/077,604 (ITU)	07/12/90	underwater buoyancy compensator	Abandoned.	54788
QUANTUM	74/102,376 (ITU)	10/01/90	buoyancy vests and floatation jackets	Abandoned.	54784
SEASONS	74/688,468 (ITU)	06/15/95	scuba diving equipment, namely underwater buoyancy compensator vests	Abandoned 11/96.	60603
SNORKELER	74/096,917	09/14/90	buoyancy vests and jackets	Abandoned.	54787
SPORTSTER	75/156,847 (ITU)	08/27/96	underwater diving equipment, namely, regulators	Application allowed. Statement of Use due 03/16/98.	61410
THE RAY	74/715,875 (ITU)	08/15/95	scuba diving equipment, namely fins	Abandoned 01/16/97.	60733

<u>TRADEMARK</u>	<u>SERIAL NUMBER</u>	<u>FILING DATE</u>	<u>GOODS</u>	<u>NEXT ACTION</u>	<u>FILE #</u>
TRAVELER	74/307,859 (ITU)	08/24/92	snorkels	Abandoned.	56049
ULTRA-VU	74/232,306	12/20/91	scuba diving masks	Application dropped per negotiations with Mine Safety Appliances.	54715





REGISTERED TRADEMARKS - CALIFORNIA  
DACOR CORPORATION  
October 15, 1997

<u>REGISTERED TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>GOODS</u>	<u>NEXT ACTION</u>	<u>RENEWAL DATE</u>	<u>FILE #</u>
NAUTILUS	54569	constant volume buoyancy system		Abandoned.	54785

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS - FOREIGN  
 DACOR CORPORATION  
 October 15, 1997

<u>REGISTERED TRADEMARK</u>	<u>REGISTRATION/SERIAL NO.</u>	<u>GOODS</u>	<u>NEXT ACTION</u>	<u>RENEWAL DATE</u>	<u>FILE #</u>
AUSTRIA					
DACOR	91,283	diving equipment (class 28, 8, 9)		06/30/99	54773
DACOR & Design	91,284	diving equipment (class 28, 8, 9)		06/30/99	54769
AUSTRALIA					
DACOR & Design	A279,148	diving equipment (class 9)		06/11/2009	54769
BENELUX					
DACOR	356,058	diving equipment (class 9, 11, 28)		12/21/98	54773

<u>REGISTERED TRADEMARK</u>	<u>REGISTRATION/SERIAL NO.</u>	<u>GOODS</u>	<u>NEXT ACTION</u>	<u>RENEWAL DATE</u>	<u>FILE #</u>
DACOR & Design	356,059	diving equipment (class 28)		12/21/98	54769
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BRAZIL					
DACOR	812.123.689	diving equipment (class 9, sub-class 10, 20, 25) for underwater lights, regulators, valves	Cancellation request of the prior DACCOR registration filed. Awaiting further Action.	04/14/2007	54773 (B)
DACOR	812.123.662	diving equipment (class 25 for masks, fins, snorkels)	On hold.		54773 (D)
DACOR & DEVICE	Ser. #818.754.656	diving equipment (class 28 for masks, fins, snorkels)	Filed 09/01/95 Awaiting first Action.		54773 (E)

<u>REGISTERED TRADEMARK</u>	<u>REGISTRATION/ SERIAL NO.</u>	<u>GOODS</u>	<u>NEXT ACTION</u>	<u>RENEWAL DATE</u>	<u>FILE #</u>
CANADA -----					
DACOR	TMA 206,085	diving equipment		03/27/2005	54773
SPLASH	TMA 362,125	diving masks, snorkels & diving equipment bags		11/03/2004	54718
CHINA -----					
DACOR	734884	diving equipment (class 9)		03/13/2005	54773
DACOR	731541	clothing - hats, T-shirts (class 25)		02/20/2005	54773

<u>REGISTERED TRADEMARK</u>	<u>REGISTRATION/SERIAL NO.</u>	<u>GOODS</u>	<u>NEXT ACTION</u>	<u>RENEWAL DATE</u>	<u>FILE #</u>
DENMARK					
DACOR	2245/1980	diving equipment (class 8, 9, 28)	Counter Declaration from Top-Toy pending.	06/06/2000	54773
DACOR & Design	2248/1980	diving equipment (class 8, 9, 28)		06/06/2000	54769
EPO					
SPORTSTER (Community TM Application)	Ser. #480,137	regulators (class 9)		filed 03/07/97 Awaiting first Action.	61410
FINLAND					
DACOR	83723	diving equipment (class 8, 9, 28)		12/20/2002	54773

<u>REGISTERED TRADEMARK</u>	<u>REGISTRATION/SERIAL NO.</u>	<u>GOODS</u>	<u>NEXT ACTION</u>	<u>RENEWAL DATE</u>	<u>FILE #</u>
DACOR & Design	83867	diving equipment (class 8, 9, 28)		01/05/2003	54769
FRANCE					
DACOR	1,106,543 (orig.) 500,359 (renew)	diving equipment (class 8, 9, 13, 28)		12/14/98	54773
DACOR & Design	1,503,300 (renew)				
DACOR & Design	1,081,493 (orig.) 500,358 (renew) 1,503,299 (renew)	diving equipment (class 9)		12/14/98	54769
GERMANY					
DACOR	997,783	diving equipment (class 8, 9, 28)		03/01/2000	54773
DACOR & Design	999,465	diving equipment (class 9)		03/01/2000	54769

<u>REGISTERED TRADEMARK</u>	<u>REGISTRATION/SERIAL NO.</u>	<u>GOODS</u>	<u>NEXT ACTION</u>	<u>RENEWAL DATE</u>	<u>FILE #</u>
GREAT BRITAIN -----					
DACOR	1,110,325	diving equipment (class 8)		03/01/2000	54773 (A)
DACOR	1,110,326	diving equipment (class 9)		03/01/2000	54773 (B)
DACOR	1,110,327	diving equipment (class 28)		03/01/2000	54773 (C)
DACOR & Design	1,110,328	diving equipment (class 9)		03/01/2000	54769 (A)
DACOR & Design	1,110,329	diving equipment (class 28)		03/01/2000	54769 (B)
GREECE -----					
DACOR	68.567	diving equipment (class 8, 28)		04/06/2001	54773

<u>REGISTERED TRADEMARK</u>	<u>REGISTRATION/SERIAL NO.</u>	<u>GOODS</u>	<u>NEXT ACTION</u>	<u>RENEWAL DATE</u>	<u>FILE #</u>
DACOR & Design	68.568	diving equipment (class 28)		04/06/2001	54769
HONG KONG					
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SPLASH	Ser. #2335/88	diving equipment (class 9)	Abandoned.		54718(A)
SPLASH	Ser. #2334/88	equipment bags (class 18)	Abandoned.		54718(B)
ITALY					
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DACOR	309.166	diving equipment (class 8, 9, 28)		09/20/2004	54773



<u>REGISTERED TRADEMARK</u>	<u>REGISTRATION/SERIAL NO.</u>	<u>GOODS</u>	<u>NEXT ACTION</u>	<u>RENEWAL DATE</u>	<u>FILE #</u>
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JAPAN					
[DACOR]	995,852	diving equipment (class 24)	Not registered to Dacor Corp.		54773
SPLASH	Ser. #47145/1988	equipment bags (class 21)	Abandoned.		54718 (A)
SPLASH	2313461	diving equipment (class 23)		06/28/2001	54718 (B)
SPLASH	Ser. #47147/1988	diving equipment (class 24)	Abandoned.		54718 (C)
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KOREA					
DACOR	260,079	diving machine and implements (class 36)		03/25/2003	54773 (A)

<u>REGISTERED TRADEMARK</u>	<u>REGISTRATION/SERIAL NO.</u>	<u>GOODS</u>	<u>NEXT ACTION</u>	<u>RENEWAL DATE</u>	<u>FILE #</u>
DACOR	260,565	snorkels, masks, regulators (class 43)		04/08/2003	54773 (B)
NEW ZEALAND					
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DACOR	122,135	diving equipment (class 9)		12/22/98	54773
NORWAY					
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DACOR	111,434	diving equipment (class 8, 9)		06/24/2002	54773
DACOR & Design	112,075	diving equipment (class 9)		09/23/2002	54769

<u>REGISTERED TRADEMARK</u>	<u>REGISTRATION/SERIAL NO.</u>	<u>GOODS</u>	<u>NEXT ACTION</u>	<u>RENEWAL DATE</u>	<u>FILE #</u>
PORTUGAL					
DACOR	201,234	diving equipment (class 8)	Declaration of Use 06/04/2001.	06/04/2006	54773 (A)
DACOR	201,235	diving equipment (class 28)	Declaration of Use 07/03/2001.	07/03/2006	54773 (B)
DACOR & Design	201,236	diving equipment (class 28)	Declaration of Use 07/03/2001.	07/03/2006	54769
SPAIN					
DACOR & Design	893.900	diving equipment (class 28)		05/21/99	54769
DACOR	893.901	diving equipment (class 8)	Abandoned.		54773 (A)

<u>REGISTERED TRADEMARK</u>	<u>REGISTRATION/SERIAL NO.</u>	<u>GOODS</u>	<u>NEXT ACTION</u>	<u>RENEWAL DATE</u>	<u>FILE #</u>
DACOR	893.902	diving equipment (class 28)		05/21/99	54773 (B)
SWEDEN -----					
DACOR	167,946	diving equipment (class 9, 28)		06/01/99	54773
DACOR & Design	167,947	diving equipment (class 9, 28)		06/01/99	54769
SWITZERLAND -----					
DACOR	298,810	diving equipment (class 6, 8, 9, 24, 28)		01/16/99	54773
DACOR & Design	298,904	diving equipment (class 6, 9, 24, 25, 28)		01/16/99	54769

<u>REGISTERED TRADEMARK</u>	<u>REGISTRATION/SERIAL NO.</u>	<u>GOODS</u>	<u>NEXT ACTION</u>	<u>RENEWAL DATE</u>	<u>FILE #</u>
TAIWAN -----					
DACOR & Design	445949	hats and gloves (class 39)		06/15/99	54769(A)
DACOR & Design	434923	diving boots (class 41)		03/15/99	54769(B)
DACOR & Design	437207	equipment bags (class 43)		03/31/99	54769(C)
DACOR & Design	435077	air tanks (class 50)		03/15/99	54769(D)
DACOR & Design	497175	pressure gauges & depth gauges (class 71)		08/31/2000	54769(E)
DACOR & Design	498696	dive computer (class 72)		09/15/2000	54769(F)
DACOR & Design	437676	diving goggles & masks (class 76)		03/31/99	54769(G)

<u>REGISTERED TRADEMARK</u>	<u>REGISTRATION/SERIAL NO.</u>	<u>GOODS</u>	<u>NEXT ACTION</u>	<u>RENEWAL DATE</u>	<u>FILE #</u>
DACOR & Design	443491	regulators, suits fins & snorkels (class 78)		05/15/99	54769 (H)
DACOR & Design	448806	underwater lights (class 90)		07/15/99	54769 (I)
DACOR & Design	Ser. #77-43045	clothing and swim suits (class 40)	Abandoned.		54769 (J)
SPLASH	425454	equipment bags (class 43)		12/31/98	54718 (A)
SPLASH	421201	diving masks (class 76)		11/15/98	54718 (B)
SPLASH	Ser. #77-1520	regulators, suits swim fins, etc. (class 78)	Abandoned.		54718 (C)

**EXHIBIT C**

Licenses

None