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FORM PTO-1594
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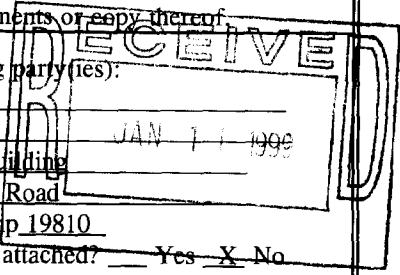
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

100942243

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



1. Name of conveying party(ies):
 Hayward/Affco, Inc. (Formerly known as AFF Acquisition Corp., Inc.)
 Individual Association
 General Partnership Limited Partnership
 Corporation
 Other _____
 Additional name(s) of conveying party(ies) attached? yes no

3. Nature of Conveyance:
 Assignment
 Security Agreement
 Merger
 Change of Name
 Other _____
 Execution Date: December 23, 1998

2. Name and address of receiving party(ies):
 Name: H-Tech, Inc.
 Internal Address: _____
 Street Address: 103 Springer Building
3411 Silverside Road
 City Wilmington State DE Zip 19810
 Additional name(s) & address(es) attached? Yes No

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

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

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)

B. Trademark Registration No.(s)
1,007,338; 1,433,721; 1,443,002; and 1,478,549
 Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: RALPH W. SELITTO, JR.
 Internal Address: _____
 Street Address: P.O. BOX 1477
 City: EDISON State: NEW JERSEY Zip: 08818

6. Total number of applications and trademarks involved: 4
 7. Total fee (37 CFR 3.41): ----- \$ 115.00
 Enclosed
 Authorized to be charged to deposit account
 8. Deposit account number: _____
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
 To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
RALPH W. SELITTO, JR.
 Name of Person Signing

Ralph W. Selitto 1/7/99
 Signature Date

Total number of pages comprising cover sheet: 3

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

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01 FC:481 40.00 OP
 02 FC:482 75.00 OP

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information, Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

TRADEMARK
REEL: 1839 FRAME: 0153

ASSIGNMENT OF UNITED STATES TRADEMARKS

WHEREAS, Hayward/Affco, Inc. (formerly known as AFF Acquisition Corp.), a corporation organized and existing under the laws of the State of New Jersey with a place of business at 900 Fairmont Avenue, Elizabeth, New Jersey 07207 (hereinafter referred to as the "ASSIGNOR"), is the sole and exclusive owner of certain trademarks registered in the United States Patent and Trademark Office, to wit:

<u>Marks</u>	<u>Registration Nos.</u>	<u>Issue Dates</u>
EXTENDA-LIFE	1,007,338	March 25, 1975
EASY SEAL	1,433,721	March 24, 1987
SO-CLEAN	1,443,002	June 16, 1987
SO~CLEAN	1,478,549	March 1, 1988

WHEREAS, H-Tech, Inc., a corporation organized and existing under the laws of the State of Delaware and having a place of business at 103 Springer Building, 3411 Silverside Road, Wilmington, Delaware 19810 (hereinafter referred to as the "ASSIGNEE"), is desirous of acquiring the entire right, title and interest of the ASSIGNOR in and to said trademarks, the goodwill symbolized thereby, and the Registrations relating thereto:

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the ASSIGNOR hereby sells and assigns to the ASSIGNEE, its successors, assigns and legal representatives, the entire right, title and interest of the ASSIGNOR, in and to said trademarks, the United States Trademark Registrations therefor and the goodwill symbolized thereby (hereinafter collectively referred to as the "ASSETS"), together with any and all claims for damages by reason of past infringement of said trademarks and said Registrations and the right to sue for and collect same.

The ASSIGNOR hereby constitutes and appoints the ASSIGNEE, its successors and assigns, the true and lawful attorney or attorneys of the ASSIGNOR, with full power of substitution, for it and in its name and stead or otherwise, but at the sole expense and on behalf of and for the

benefit of the ASSIGNEE, its successors and assigns, to institute and prosecute from time to time, any proceedings at law, in equity or otherwise, that the ASSIGNEE, its successors or assigns, may deem proper in order to assert or enforce any claim, right or title of any kind in and to the ASSETS hereby sold and transferred, and to defend and compromise any and all actions, suits or proceedings in respect of any of said ASSETS, and, generally to do any and all such acts and things in relation thereto as the ASSIGNEE, its successors or assigns, shall deem advisable, including, but not limited to, the execution and delivery of any and all assignments and instruments in furtherance hereof. The ASSIGNOR declares that the appointment hereby made and the powers hereby granted are coupled with an interest and shall be irrevocable by the ASSIGNOR.

This instrument and all of its terms shall inure to the benefit of and shall bind the ASSIGNOR and the ASSIGNEE and their respective successors and assigns.

IN WITNESS WHEREOF, the ASSIGNOR has caused this instrument to be executed and delivered by its proper officer hereunto duly authorized.

Hayward/Affco, Inc.

Date 12/23/98


By: Reuven Har-Even
Title: Vice President-Finance

State of New Jersey
County of Middlesex

On this 23 day of December, 1998, before me personally came the above-named Reuven Har-Even who I am satisfied is the person named in the foregoing instrument, who acknowledged to me that the same was executed by him of his own free will for the uses and purposes therein set forth.


Notary Public

ANTOINETTE SCHIMMENTI
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JULY 29, 2002