

01-14-1999



100942262

T

To the Honorable Commissioner of Patents and Trademarks

attached original documents or copy thereof

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

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, domestic representative designation is attached:
 Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

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

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

B. Trademark Registration No.(s)
2,029,103

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: 1
7. Total fee (37 CFR 3.41): \$ 40.00
 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, Jr.
Signature

1/6/99
Date

Total number of pages comprising cover sheet: 3

Do not detach this portion

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

01/14/1999 DMGUYEN 00000068 2029103

Commissioner of Patents and Trademarks

Box Assignments

01 FC:431

40.00 0P

Washington, D.C. 20231

Publi: 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

ASSIGNMENT OF UNITED STATES TRADEMARK

WHEREAS, Hayward/PoolRay, Inc. (formerly known as PRWW Acquisition Corp.), a corporation organized and existing under the laws of the State of New Jersey and having a place of business at 900 Fairmount Avenue, Elizabeth, New Jersey 07207, (hereinafter referred to as the "ASSIGNOR"), is the sole and exclusive owner of U.S. Trademark Registration No. 2,029,103 issued January 7, 1997 and directed to the trademark POOLRAY; and

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 trademark, the goodwill symbolized thereby, and the Registration 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 trademark, the goodwill symbolized thereby, and the Registration relating thereto (hereinafter collectively referred to as the "ASSETS") together with all unsatisfied claims for damages by reason of past infringement of said trademark and/or said Registration and the right to sue for and collect same.

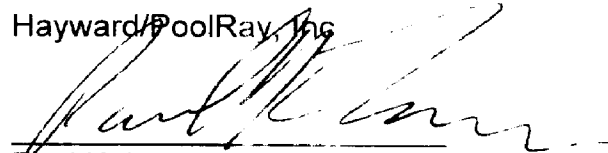
The ASSIGNOR hereby constitutes and appoints the ASSIGNEE, its successors and assigns, the true and lawful attorney or attorneys of the ASSIGNOR, with full power of substitution, for it and in its name and stead or otherwise, but at the sole expense and on behalf of and for the benefit of ASSIGNEE, its successors and assigns, to institute and prosecute from time to time, any proceedings at law, in equity or otherwise, that 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 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 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 thereunto duly authorized.

Hayward/PoolRay, Inc



By: Paul K. Lawer
Title: Vice President/Treasurer

Date 12/23/98

State of New Jersey
County of Union

On this 23 day of December, 1998, before me personally came the above-named Paul K. Lawer, who I am satisfied is the person named in the foregoing instrument, who executed the foregoing instrument on behalf of Hayward/PoolRay, Inc., and 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
EUNICE V. QUICENO
Notary Public of New Jersey
I.D. No. 2207546
Commission Expires 11/17/2002