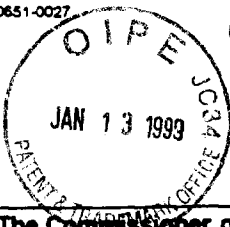


01-25-1999



MDA
1-13-99



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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

01/21/1999 DNGUYEN 00000102 1525193

FOR OFFICE USE ONLY

01 FC:401 40.00 00
02 FC:402 75.00 00

file OK

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. 20463. 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
DATE OF DEPOSIT: January 13, 1999
REEL: 1843 FRAME: 0021

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,525,193"/>	<input type="text" value="1,971,102"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,948,912"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,951,111"/>	<input type="text"/>	<input type="text"/>

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.

Daniel J. Schaeffer

Name of Person Signing



Signature

1/13/99

Date Signed

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into this 8 day of January, 1999 (the "Effective Date") by and between Benson Pump Co., an Illinois corporation, having a principal place of business at 11000 Mt. Rose Hwy., Reno, Nevada 89511 ("Assignor"), and South Central Pool Supply, Inc., a Delaware corporation, having a principal place of business at 109 Northpark Boulevard, Covington, Louisiana 70433-5001 ("Assignee").

WHEREAS, Assignor, Benson Pump-Georgia, Inc., J.K.K.T. Corp., and Assignee are parties to that certain Asset Purchase Agreement dated as of January 8, 1999 (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the assets, properties and rights pertaining to the Business as defined in the Asset Purchase Agreement;

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the trademarks and the United States trademark registrations identified and set forth on Schedule A, including variations thereof (the "Marks"), and the goodwill of the business associated therewith;

WHEREAS, Assignee wishes to acquire, and Assignor wishes to assign all of the right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used, including all foreign rights corresponding thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, each intending to be legally bound, hereby agree as follows:

1. Assignor does hereby assign, transfer and set over to Assignee its entire right, title and interest in and to the Marks, together with the goodwill of the business in connection with which the Marks are used, and all registrations and applications therefor in the United States and in all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor requests the Commissioner of Patents and Trademarks of the United States or, in the case of the several states in the United States or countries outside the United States, the analogous individual or agency responsible for trademarks, service marks, trade/assumed names, to record Assignee as owner of the Marks, including any variations thereof, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. Assignor hereby represents and warrants that it owns all right, title and interest in and to the Marks free and clear of any liens and encumbrances, that it has full right to assign all of its interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict herewith.

4. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (a) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (b) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (c) in obtaining any additional trademark protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (d) in the implementation or perfection of this Assignment.

* * * * *

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
PRO PURE	1,525,193	02/21/89
SUNSCAPE	1,948,912	01/16/96
TIDEWATER	1,951,111	01/23/96
PRO PURE	1,971,102	04/30/96