

12-10-1999

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

101218984

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 # 101147017☐ Correction of PTO Error
Reel # Frame # ☐ Corrective Document
Reel # Frame #

Conveyance Type

☒ Assignment☐ License☐ Security Agreement☐ Nunc Pro Tunc Assignment☐ MergerEffective Date
Month Day Year☐ Change of Name☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attachedExecution Date
Month Day Year

Name BIO-LAB, INC.

03 31 999

Formerly ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association☐ Other ☒ Citizenship/State of Incorporation/Organization DELAWARE

Receiving Party

☐ Mark if additional names of receiving parties attached

Name HUGHES SUPPLY, INC.

DBA/AKA/TA Composed of

Address (line 1) 20 NORTH ORANGE AVENUE

Address (line 2)

Address (line 3) ORLANDO

City

FL

State/Country

32801

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership☒ Corporation ☐ Association☐ Other ☒ Citizenship/State of Incorporation/Organization FLORIDA

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.)

FOR OFFICE USE ONLY

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: 001997 FRAME: 0680

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 407/244-1147

Name	Robert L. Wolter
Address (line 1)	Holland & Knight LLP
Address (line 2)	P.O. Box 1526
Address (line 3)	Orlando, FL 32802-1526
Address (line 4)	

Pages

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

4

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)

75/464,489						

Number of Properties

Enter the total number of properties involved.

1

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.

Robert L. Wolter



December 2, 1999

Name of Person Signing

Signature

Date Signed

TRADEMARK ASSIGNMENT

This Assignment of Trademarks is made and effective as of the 15 day of March, 1999, by and between Bio-Lab, Inc., a Delaware corporation, having a principal place of business at P.O. Box 1489, Decatur, GA 30031-1489, and Bio-Lab Canada Inc., a Canadian corporation, having a principal place of business at 350 Progress Avenue, Scarborough, Ontario, CANADA M1P 2Z4 (hereinafter "Assignors") and Hughes Supply, a Florida corporation, having a principal place of business at 20 North Orange Avenue, Orlando, Florida 32801 (hereinafter "Assignee").

RECITALS:

WHEREAS, Assignors are the present owners of all right, title and interest in, to and under the mark POOL SEASON, and certain design elements, namely two different designs including a diving swimmer, as shown by attached Exhibits A and B, and including U.S. Trademark Application Serial No. 75/464,489, filed April 8, 1998 and Canadian Trademark Registration No. 495,194, issued May 26, 1998, collectively referred to as the "Trademark Properties";

WHEREAS, Assignors desire to assign to Assignee and Assignee desires to receive from Assignors all of Assignors' right, title and interest in, to and under the Trademark Properties;

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignee, Assignors hereby sell, convey, assign, transfer and deliver to Assignee, its Trademark Properties, including the underlying trademarks together with all of the common law rights and all of the goodwill of the business associated therewith, including all extensions and renewals thereof, and all registrations issued and obtained therefor and thereon, United States and foreign, and further including all rights to sue for and to recover injunctive and other relief for past and future infringements thereof and to otherwise stand in the place of Assignors in all matters related thereto. Assignors further covenant that Assignee will, upon request, be provided promptly with all pertinent facts and documents relating to the Trademark Properties as may be known and accessible to Assignors and that Assignors will, upon request, promptly execute and deliver to Assignee or its legal representatives any and all papers, instruments or affidavits required to carry out and record this transfer and assignment of the Trademark Properties to Assignee.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed and effective as of the day and year written above.

BIO-LAB, INC.

BIO-LAB CANADA INC.

By: Joe L. Simpson, Jr.

By: Lily Yui

Title: President

Title: CONTROLLER

STATE OF PA)
) SS:
COUNTY OF Delaware)

Appeared before me this 31 day of March, 1999, Joe L. Simpson, Jr., as Shoup V.P. of Bio-Lab, Inc., a Delaware corporation, who executed the foregoing assignment in my presence and who affirmed to me his authority to execute such assignment.

Jan Dinsmore

(Notary Public)

Notary Public, Delaware Commission Expires 03/31/2001

Identifying Information and Expiration:
(Affix Stamp)

(Seal)

STATE OF Ontario)
Prova) SS:
COUNTY OF Canada)

Appeared before me this 31 day of March, 1999, LILY YUI, as CONTROLLER of Bio-Lab Canada Inc., a Canadian corporation, who executed the foregoing assignment in my presence and who affirmed to me his authority to execute such assignment.

Heidi R. M.

(Notary Public)

Identifying Information
(Affix Stamp)