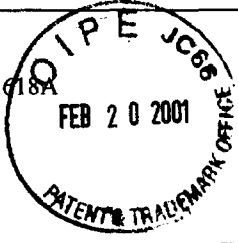


FORM PTO-1018A
Expires 06/30/99
OMB 0651-0027



03-07-2001



101628559

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

Execution Date
Month Day Year

Name

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

- Corporation Association

Other

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.)

Citizenship/State of Incorporation/Organization

03/05/2001 XTD 1821 0000047 354287

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40.00 DP

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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: 002245 FRAME: 0906

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="954287"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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

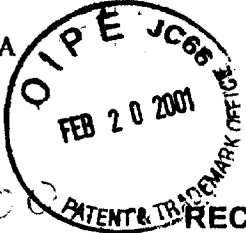
Statement and Signature

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.

David C. Raphael, Jr.
Name of Person Signing

Signature

02-16-01
Date Signed



11-20-2000



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

11-06-00

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Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

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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

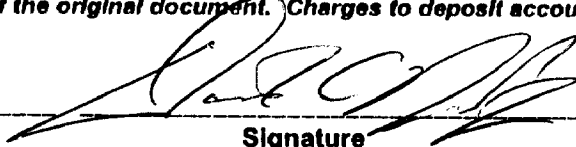
No

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.

David C. Raphael, Jr.

Name of Person Signing



Signature

11-01-00

Date Signed



TRADEMARK AND SERVICE MARK ASSIGNMENT

This Trademark and Service Mark Assignment (this "Assignment") is made and entered into as of 31st day of December, 1997 ("Effective Date"), by and between Bicknell Huston Distributors, Inc. (formerly known as Bicknell Distributors, Inc.), a Massachusetts corporation, having its principal office at c/o Cookson America, Inc., One Cookson Place, Providence, Rhode Island 02903 ("Assignor"), and South Central Pool Supply, Inc., a Delaware corporation, having its principal office at 109 Northpark Boulevard, Covington, Louisiana 70433-5001 ("Assignee").

WHEREAS, Assignor, Pacific Industries, Inc., a Delaware corporation, and Cookson America, Inc., a Delaware corporation, on the one hand, SCP Pool Corporation, a Delaware corporation and Assignee, on the other hand, are parties to that certain Asset Purchase Agreement made and entered into as of November 13, 1997, ("Asset Purchase Agreement");

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to sell, and Assignee has agreed to purchase, the Purchased Assets (as such term is defined in the Asset Purchase Agreement pursuant to which this Assignment is made) owned by the Assignor.

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the United States and state trademark and service mark registration(s) and application(s) for registration, and, to the knowledge of Assignor, the unregistered trademark(s) and service mark(s), and various trade name(s) and assumed name(s), to the extent identified and set forth on the Schedule attached hereto and made a part hereof (collectively, the "Mark(s)"), and the goodwill associated therewith.

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor wishes to assign to Assignee, all of Assignor's right, title and interest in and to the Marks together with the goodwill associated therewith;

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 sell, assign, transfer and set over to Assignee the entire right, title and interest of Assignor 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 for 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 the Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, 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 shall provide 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): (i) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering the Marks; (ii) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (iii) in obtaining any additional trademark and trade/assumed name 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 (iv) in the implementation, recordation or perfection of this Assignment.

* * * * *

SCHEDULE

Registered Trademarks and Service Marks

Mark	Reg. Number	Reg. Date	Owner
BICKNELL	U.S. 954,287	03/06/73	Bicknell Distributors, Inc.
CITATION stylized letters	Massachusetts 35,731	09/11/84	Bicknell Distributors, Inc.
CITATION stylized letters	Rhode Island 8,494	09/05/84	Bicknell Distributors, Inc.
CITATION SWIMMING POOL SUPPLY	Massachusetts 35,590	08/16/84	Bicknell Distributors, Inc.
CITATION SWIMMING POOL SUPPLY	Rhode Island 84,814	08/10/84	Bicknell Distributors, Inc.
HERITAGE POOLS	U.S. 925,361	12/14/71 (expired)	Bicknell Distributors, Inc.
SHOCK-IT	U.S. 1,092,042	05/30/78	Bicknell Distributors, Inc.

Unregistered Trademarks, Service Marks, Trade Names or Brand Names

Bicknell Huston*
Huston*
BHD and logo
Heritage
Whale Brand

* Note: Assignor has used the common-law trade name "Huston," both alone and as part of the trade name "Bicknell Huston," pursuant to a royalty-free, nonexclusive, perpetual license to use "Huston" in connection with the pool distribution business, granted to Assignor by Huston Supply Company, Inc. under Section 10.3 of the Asset Purchase Agreement dated April 19, 1993 between Assignor and Huston Supply Company, Inc.