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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): Clear-Tech Automation, Inc. 3-18-02 [checkboxes for Individual(s), Association, General Partnership, Limited Partnership, Corporation-State Florida, Other] Additional name(s) of conveying party(ies) attached? [checkbox] Yes [checkbox checked] No

2. Name and address of receiving party(ies) Name: Pool Fact Partners Internal Address: Suite 265 Street Address: One Oakwood Boulevard City: Hollywood State: FL Zip: 33021 [checkboxes for citizenship, Association, General Partnership Florida, Limited Partnership, Corporation-State, Other] If assignee is not domiciled in the United States, a domestic representative designation is attached: [checkbox] Yes [checkbox checked] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [checkbox] Yes [checkbox checked] No

3. Nature of conveyance: [checkbox checked] Assignment [checkbox] Merger [checkbox] Security Agreement [checkbox] Change of Name [checkbox] Other Execution Date:

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,680,229 Additional number(s) attached [checkbox] Yes [checkbox checked] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Rebecca L. Roby, Esq. Internal Address: Dorsey & Whitney LLP Street Address: 1001 Pennsylvania Ave., N.W. Suite 400 South City: Washington State: DC Zip: 20004

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41): \$ 40.00 [checkbox] Enclosed [checkbox checked] Authorized to be charged to deposit account 8. Deposit account number: 04-1425

DO NOT USE THIS SPACE

9. Signature. Rebecca L. Roby Name of Person Signing Signature Date March 18, 2002

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

03-18-2002

U.S. Patent & TMO/TM Mail Rpt Dt. #7C

TRADEMARK REEL: 002472 FRAME: 0795

## TRADEMARK ASSIGNMENT

WHEREAS, Clear-Tech Automation, Inc. ("Assignor"), a Florida corporation with principal offices located at 3860 N. Powerline Road, Suite 100, Pompano Beach, Florida 22073, has adopted, used and is using the Mark attached in Schedule A:

WHEREAS, Pool Fact Partners ("Assignee"), a Florida partnership with principal offices located at One Oakwood Boulevard, Suite 265, Hollywood, Florida 33021, is desirous of acquiring said Mark and any registration and application for registration thereof;

NOW, THEREFORE, for the sum of \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignment of Marks. Assignor hereby sells, assigns, transfers and conveys to Assignee all rights, title and interest in and to the Mark, and any application and registration therefor, including the application and registration identified on the attached Schedule A, together with that part of the good will of the business associated with the use of and symbolized by the Mark, to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor if this sale, assignment and transfer had not been made.
2. Assignment of Cause of Action. Assignor further sells, assigns, transfers and conveys to Assignee the entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Mark.
3. Cooperation. Assignor hereby covenants and agrees to cooperate with Assignee so that Assignee may enjoy to the fullest extent the rights, title and interest herein conveyed. Such cooperation shall include prompt execution of all papers prepared at the expense of Assignee which are deemed necessary or desirable by Assignee to perfect in it the rights, title and interest herein conveyed.

4. Warranties of Ownership and Non-Infringement. Assignor hereby warrants and represents that to the best of its knowledge and belief it is the exclusive owner of the Mark and that no other person, firm, corporation, or association has the right to use the Mark in commerce, either in identical form or in such near resemblance thereto as to be likely, when used on or in connection with the goods or services of such other person, to cause confusion with the Mark.

5. Warranty of No Conflict of Rights. Assignor hereby warrants and represents that it has not entered into any assignments, contracts or other understanding with third parties which would conflict with the rights herein granted.

6. Survival. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors, assigns, and/or legal representatives, and shall be binding upon Assignor, its successors, assigns and/or other legal representatives.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and such Assignment is effective as of the latest date of endorsement indicated below.

Dated: 3/4/02

CLEAR-TECH AUTOMATION, INC.

By: T. L. McMillan

Name: IAIN McMILLAN

Title: VICE-PRESIDENT

STATE OF FLORIDA :

COUNTY OF Broward :

Subscribed and sworn to before me, a notary public, this 5<sup>th</sup> day of March, 2001.

Pamela D. Cowart  
Notary Public



Pamela D. Cowart  
Commission # CC 922323  
Expires March 26, 2004  
Bonded Through  
Atlantic Bonding Co., Inc.

My Commission expires: 3/26/04

HEAT PERFECTOR  
Trademark Assignment

POOL FACT PARTNERS

Dated: 3-5-02

By: [Signature]

Name: MICHAEL FACTOR

Title: PRESIDENT

STATE OF FLORIDA :

COUNTY OF BROWARD :

Subscribed and sworn to before me, a notary public, this 5 day of MARCH, 2002.

[Signature]  
Notary Public

My Commission expires: \_\_\_\_\_

