

03-13-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RE



102388781

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): Letro Products, Inc. 3-11-03
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Pentair Pool Products, Inc.
Internal Address: 400 Waters Edge Plaza
Street Address: 1500 County Road B2 West
City: St. Paul State: MN Zip: 55113-3105
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State Delaware
Other
If assignee is not domiciled in the United States, a 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 Merger
Security Agreement Change of Name
Other
Execution Date: 02/24/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 75/941,639; 76/159,035
B. Trademark Registration No.(s) 1,119,945; 1,488,179; 1,986,245; 1,993,090;
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 7

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Louis L. Ainsworth
Internal Address: Pentair Pool Products, Inc.
Street Address: 400 Waters Edge Plaza
1500 County Road B2 West
City: St. Paul State: MN Zip: 55113-3005

7. Total fee (37 CFR 3.41) \$ 280.00
Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

9. Signature: LNUELLER 00000067 75941639
Louis L. Ainsworth
Signature
Date 3/4/03
Total number of pages including cover sheet, attachments, and document: 5

03/12/2003
01 FC:8531
02 FC:8532

Refund Ref: 03/12/2003 LNUELLER 0000125019

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

CHECK Refund Total: \$90.00

TRADEMARK REEL: 002690 FRAME: 0082

Continuation of Item 4

4. Application number(s) or registration number(s):

B. Trademark Registration No.(s):

2,612,199

**TRADEMARK ASSIGNMENT  
FROM LETRO PRODUCTS, INC. TO PENTAIR POOL PRODUCTS, INC.**

**THIS TRADEMARK ASSIGNMENT (“Assignment”)** is made effective as of the 26th day of February, 2003, by and between Letro Products, Inc., a California corporation (hereinafter “Assignor”) and Pentair Pool Products, Inc., a Delaware corporation (hereinafter “Assignee”).

**WHEREAS**, Assignor owns, has adopted, has used, is using or intends to use the marks identified on Schedule A attached hereto (the “Marks”), and owns the registrations and applications for registrations for the Marks set forth in Schedule A; and

**WHEREAS**, Assignor and Assignee are parties to a certain Asset Purchase Agreement dated February 24, 2003 (“APA”) which provides for, among other things, the assignment of the Marks, and the registrations and applications for registration therefor, from Assignor to Assignee, together with all goodwill associated therewith, and all common law rights therein.

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein and in the APA, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Assignor does hereby sell, assign, and transfer to Assignee, its successors and assigns, all of its worldwide right, title, and interest, in and to said Marks, and all registrations and applications for registration therefor, including without limitation those registrations and applications for registration of the Marks as set forth in the attached Schedule A, together with any and all of the goodwill of the business symbolized by and associated with said Marks, and all income, royalties, fees, damages, and payments now or hereafter due or payable with respect thereto, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement, misappropriation and/or dilution of the Marks and any other rights assigned to Assignee under this Agreement.

Assignor covenants and agrees to execute or procure any further necessary assurance of title to said Marks, registrations and applications; and at any time, upon the reasonable request and at the expense of said Assignee, will execute and deliver any and all papers that may be necessary or desirable to perfect the title to said Marks, registrations and applications in Assignee, its successors, assigns or other legal representatives; and to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Marks, registrations, and applications, and any and all goodwill associated therewith, and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Marks.

IN WITNESS WHEREOF, Assignor has caused these presents to be executed by its officers thereunto duly authorized and its corporate seal to be affixed this 26<sup>th</sup> day of February, 2003.

LETRO PRODUCTS, INC.

By: Sanford F Campbell

Name: Sanford F Campbell

Title: President

(Corporate Seal)

ATTEST:

Jan L Campbell  
Secretary

ACKNOWLEDGEMENT

State of California)  
County of Shasta) ) SS.

On this 24<sup>th</sup> day of February, 2003, before me personally appeared Sanford F. Campbell, to me known, who, being by me duly sworn, did depose and say that he is President (title) of Letro Products, Inc., the corporation described in and which executed the above instrument.

My Commission Expires: Vanessa Verigin  
Notary Public

2/16/06

(Notarial Seal)

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