

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

Aqua-Flo, Inc.

- Individual(s)
- General Partnership
- Corporation-State (CA)
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 12/10/2003

2. Name and address of receiving party(ies)

Name: Aqua-Flo, LLC

Internal

Address:

Street Address: 5651 Schaeffer Avenue

City: Chino State: CA Zip: 91710

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Delaware limited liability company

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,620,814;
1,509,162; 2,466,553 and 1,489,039

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Sidley Austin Brown & Wood LLP

Internal Address:

Attn: Kim Bernstein, Legal Assistant

Street Address: 555 W. Fifth Street #4000

City: Los Angeles State: CA Zip: 90013

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41).....\$ 115

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

501597

DO NOT USE THIS SPACE

9. Signature.

Kim Bernstein, Legal Assistant

Name of Person Signing

Signature

12/11/2003

Date

5

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

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

CH \$115.00 501597 1620814

TRADEMARK ASSIGNMENT

WHEREAS, AQUA-FLO, INC., a corporation organized under the laws of the State of California, having a place of business at 5651 Schaeffer Avenue, Chino, California 91710, (“**Assignor**”), is the owner of the trademarks, common law and registered, shown on the attached Schedule A (the “**Trademarks**”); and

WHEREAS, AQUA-FLO, LLC, a Delaware limited liability company, having a place of business at 5651 Schaeffer Avenue, Chino, California 91710 (“**Assignee**”), is desirous of acquiring all rights, title and interest in and to the Trademarks, the goodwill of the business symbolized thereby, and the registrations and/or applications for registration therefor.

NOW, THEREFORE, for good and valuable consideration, the full receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby:

1. Assignor hereby sells, transfers, assigns and conveys to Assignee all of its rights, title and interest in and to the Trademarks shown on the attached Schedule A, including any choses in action relating to said Trademarks, claims for damages, profits and costs, both in equity and law, for any infringement or infringements of said Trademark rights accruing on or before the date of this Assignment, together with the goodwill of the business symbolized by the Trademarks, and including the registrations and/or application for registration therefor, and all rights to seek registration, whether in the United State of America or any foreign country.

2. Assignor represents and warrants that it has valid and marketable title to each of the Trademarks shown on the accompanying Schedule A and that they are free and clear of any liens, claims, charges, options or other encumbrances of any nature whatsoever.

3. This Trademark Assignment shall be binding upon Assignor, Assignor’s successors and assigns, and upon all others acting by, through, with or under Assignor’s direction or control, and all those in privity therewith.

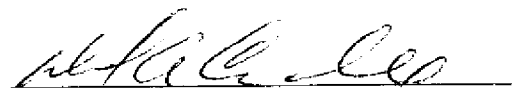
4. Assignor further covenants, agrees and undertakes to execute, whenever requested by Assignee, all applications, assignments, lawful oaths and any other papers which Assignee may deem necessary or desirable for securing to Assignee or for maintaining for Assignee the Trademarks hereby assigned, including, without limitation, executing and filing such amendments to this Trademark Assignment on receipt of registered trademarks in respect of any trademark applications included in the foregoing assignment, all without further compensation to Assignor.

* * *

This Trademark Assignment is made as of the 10th day of December, 2003.

AQUA-FLO, INC.

By:



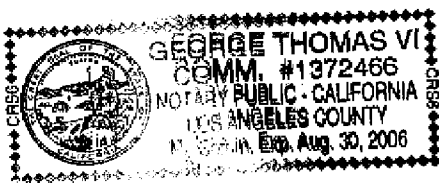
Name: Dirk A. Caudill

Title: President

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On December 10, 2003, before me, George Thomas, personally appeared Dirk A. Caudill, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



George Thomas VI

TRADEMARK ASSIGNMENT**SCHEDULE A**

1. FLO-MASTER, which trademark was formerly Reg. No. 1,620,814. The United States Patent and Trademark ("PTO") registration for this trademark was cancelled on May 12, 1997 and the Assignor has been using such trademark as an unregistered mark since such date. The Assignor reapplied with the PTO for registration of such trademark on November 25, 2003. The Assignor is assigning to Assignee all of its right title and interest in such trademark application.
2. CLEAR-FLO, Reg. No. 1,509,162.
3. CIRC-MASTER, Reg. No. 2,466,553.
4. TUB-MASTER, which trademark was formerly Reg. No. 1,489,039. The PTO registration for this trademark was cancelled on November 28, 1994 and the Assignor has been using such trademark as an unregistered mark since such date. The Assignor reapplied with the PTO for registration of such trademark on November 25, 2003. The Assignor is assigning to Assignee all of its right title and interest in such trademark application.

DOCSOC\1012316v1\14620.0001