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

102649409

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):

The North American Marketing Corporation

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: December 1, 2003

2. Name and address of receiving party(ies)

Name: NAMCO, LLC

Internal

Address:

Street Address: 100 Sanrico Drive

City: Manchester State: CT Zip: 06040

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

SEE ATTACHED LISTING (ANNEX A)

Additional number(s) attached Yes No

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

Name: Peter L. Costas

Internal Address: Pepe & Hazard LLP

Street Address: 225 Asylum Street

City: Hartford State: CT Zip: 06103

6. Total number of applications and registrations involved:

33

7. Total fee (37 CFR 3.41): \$ 840.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

03-3355

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Peter L. Costas

Name of Person Signing

Signature

December 30, 2003

Date

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

01/16/2004 ECOOPER 00000087 74064485

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

01 FC:8521 02 FC:8522

40.00 OP 800.00 OP



01-02-2004

U.S. Patent & TMO/TM Mail Rpt Dt. #39

TRADEMARK REEL: 002898 FRAME: 0885

Annex A

**INTELLECTUAL PROPERTY**

**U.S. Trademark Registrations**

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
#1 FOR FAMILY FUN	74064485	5/29/90	1675450	2/11/92
ARCTIC ELITE	76090936	7/19/00	2581053	6/18/02
BLUE SHIELD	73241272	12/3/79	1186272	1/19/82
BLUE SHIELD (+Design)	75285372	5/2/97	2160484	5/26/98
BQ	74190288	8/1/91	1908079	8/1/95
CHRISTOPHER JAMES	76279679	7/2/01	2602779	7/30/02
COOL POOL	75171577	9/24/96	2112045	11/11/97
COOL POOL (+design)	73457108	12/15/83	1345561	7/2/85
ELIMINATOR (stylized)	74182984	7/8/91	1698734	7/7/92
JUMBO SLO POKES	74183249	7/8/91	1701371	7/21/92
MARINER (stylized)	74122950	12/13/90	1694591	6/16/92
MINERAL MAGNET	74182698	7/5/91	1728755	11/3/92
NAMCO (+design)	72271788	7/25/80	1184226	12/29/81
NOT COMPLETE WITHOUT THE HEAT	75331714	7/21/97	2167722	6/23/98
P.D.Q. TABS	74183045	7/8/91	1698735	7/7/92
PEARLDIVE (+ design)	74123098	12/13/90	1672678	1/21/92
PRO LINE (+ design)	74123135	12/13/90	1674393	2/4/92
PROLINE (+ design)	74801979	9/1/92	1864126	11/22/94
RE-NU-IT	74182697	7/5/91	1735964	12/1/92
SAF-T-SHOCK	74190247	8/1/91	1757811	3/16/93
SANI-SHOCK (stylized)	74192339	8/7/91	1701379	7/21/92
SKIMMER SAVER	75524289	7/23/98	2264998	7/27/99
SLO-STIX	74190257	8/1/91	1714957	9/15/92
SLO-TABS	74182900	7/8/91	1730492	11/10/92
STAIN AWAY	74183250	7/8/91	1702693	7/28/92
SUN-N-FUN (+ design)	74063285	5/29/90	1666827	12/3/91
THE GREAT AMERICAN BACKYARD VACATION! (stylized)	74063282	5/29/90	1644708	5/14/91
TROPICOOOL	75625981	1/22/99	2314445	2/1/00
WHERE FAMILY FUN BEGINS	76278983	7/2/01	2653764	11/26/02
WINTER TABS	74190255	8/1/91	1709617	8/25/92

**U.S. Trademark Applications**

Mark	Serial No.	Filing Date	Reg. Date	Reg. No.
BLUE CROSS (+ Design)	76410974	5/20/02		
MATACAO	76426517	7/1/02		
NEW ENGLAND FORGE	76450244	9/17/02		

**Patents and Patent Applications**

- The Skimmer Guard
- The Above Ground Water Skimmer and Closure Plate
- Winter Return Plug

### **Domain Names**

- [www.namcopool.com](http://www.namcopool.com)
- [www.namcotoy.com](http://www.namcotoy.com)
- [www.coolpools.net](http://www.coolpools.net)

HTFD/61668.57/EJG/128315v2

# INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "IP Assignment") is made as of December 1, 2003, by and between The North American Marketing Corporation, a Connecticut subchapter S corporation having its principal place of business at 100 Sanrico Drive Manchester, Connecticut 06040 ("Assignor"), and NAMCO, LLC, a Delaware limited liability company having its principal place of business at 100 Sanrico Drive Manchester, Connecticut 06040 ("Assignee").

## RECITALS

A. Assignor and Assignee, have entered into an Asset Contribution Agreement dated as of the date hereof (the "Asset Contribution Agreement"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Asset Contribution Agreement.

B. Pursuant to the Asset Contribution Agreement, Assignor desires to sell, transfer, assign, convey and deliver to Assignee all of Assignor's right, title, and interest in and to all of the Intellectual Property, including the copyrights, patents, trademarks, trade secrets, domain names, software and related Contracts listed on Annex A hereto, and in and to any registrations, renewals and extensions that may be granted thereon.

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce Assignee to consummate the transactions contemplated by the Asset Contribution Agreement, it is agreed as follows:

1. Assignor does hereby sell, transfer, assign, convey and deliver to Assignee all of the Assignor's right, title, and interest in and to the Intellectual Property, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this IP Assignment and sale had not been made; together with all claims for damages by reason of past, present and future infringements of the Intellectual Property, along with the right to sue for and collect such damages for the use and benefit of Assignee and Assignee's successors, assigns and other legal representatives.

2. The Assignor covenants and agrees that, at the time of the execution and delivery of this IP Assignment, and at the Closing Date, it is the owner of the Intellectual Property and it possesses and will possess the unencumbered right and authority to make this assignment.

3. Assignor agrees to assist Assignee, in a commercially reasonable manner, to take all actions and execute all documents necessary or desirable to evidence, record, and perfect the assignment of Intellectual Property, and shall not enter into any agreement in conflict with this IP Assignment.

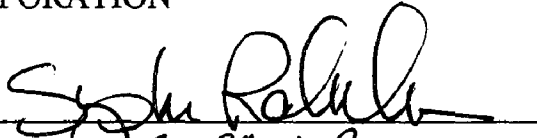
4. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue service marks, trademarks, copyrights, patents or other evidence or form of intellectual property protection or applications therefor, to issue the same to Assignee and Assignee's successors, assigns and other legal representatives in accordance with the terms of this instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment as of the date first set forth above.

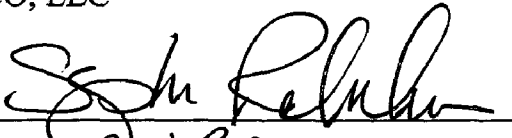
**ASSIGNOR:**

THE NORTH AMERICAN MARKETING  
CORPORATION

By:   
Name: STEPHEN RADCLIFF  
Title: PRESIDENT

**ASSIGNEE:**

NAMCO, LLC

By:   
Name: STEPHEN RADCLIFF  
Title: MANAGER

**Acknowledgement by Notary Public**

State of Connecticut

County of Hartford

On this 1st day of December 2003, before me, the undersigned Notary Public, personally appeared Stephen Radzich, 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.

Seal:

Signature: Joanna Piscitello

Name: **JOANNA T. PISCITELLO**, Notary Public  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES NOV. 30, 2008

**Acknowledgement by Notary Public**

State of Connecticut

County of Hartford

On this 1st day of December 2003, before me, the undersigned Notary Public, personally appeared Stephen Radzich, 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.

Seal:

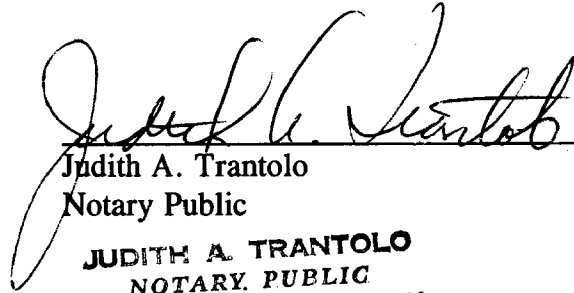
Signature: Joanna T. Piscitello

Name: **JOANNA T. PISCITELLO**, Notary Public  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES NOV. 30, 2008

CERTIFICATION

I certify that the attached is a true copy of the Intellectual Property Assignment Agreement from The North American Marketing Corporation to NAMCO, LLC, effective December 1, 2003.

December 30, 2003



Judith A. Trantolo  
Notary Public

**JUDITH A. TRANTOLO**  
**NOTARY PUBLIC**  
**MY COMMISSION EXPIRES JULY 31, 2004**

SPK/30845/601/465571v1  
05/03/00-HRT/SPK

**RECORDED: 01/02/2004**

**TRADEMARK**  
**REEL: 002898 FRAME: 0892**