

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|--|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Clear-Tech Automation, Inc. | | 05/03/2004 | CORPORATION: |
| RECEIVING PARTY DATA | | | |
| Name: | Polaris Pool Systems, Inc. | | |
| Street Address: | 2620 Commerce Way | | |
| City: | Vista | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 92081 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2472344 | AUTOCLEAR | |
| Registration Number: | 2394136 | THE NATURAL WAY TO SPARKLING CLEAR WATER | |
| Registration Number: | 2401035 | PURE & CLEAR | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (818)340-2859 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | (818)347-7900 | | |
| Email: | scott@KLKPatentLaw.com | | |
| Correspondent Name: | Scott W. Kelley | | |
| Address Line 1: | 6320 Canoga Avenue | | |
| Address Line 2: | Suite 1650 | | |
| Address Line 4: | Woodland Hills, CALIFORNIA 91367 | | |
| NAME OF SUBMITTER: | Scott W. Kelley | | |
| Signature: | /Scott W. Kelley/ | | |

OP \$90.00 2472344

Date:

01/11/2005

Total Attachments: 3

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BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS, on May 3, 2004, that CLEAR-TECH AUTOMATION, INC., a Florida corporation (the "Company") and Daniel Chauvier, an individual whose address is 3515 South Ocean Blvd., Highland Beach, FL 33487 ("Mr. Chauvier") and, together with the Company, the "Sellers", for and in consideration of the Closing Payment (as defined in the Asset Purchase Agreement defined below), any Contingent Payments (as defined in the Asset Purchase Agreement defined below) and other good and valuable consideration to them paid by POLARIS POOL SYSTEMS, INC., a Delaware corporation ("Purchaser"), the receipt, sufficiency and adequacy of which are hereby acknowledged, do hereby bargain, sell, assign, transfer, convey and deliver unto Purchaser, the Assets (as defined in that certain Asset Purchase Agreement made by and between the Sellers and Purchaser, dated as of May 3, 2004 (the "Asset Purchase Agreement")) and which include, among others, all of the Sellers' rights and privileges in the Assets. Any capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Asset Purchase Agreement.

The Sellers hereby sell, convey, transfer, assign and deliver unto Purchaser, its successors and assigns, all right, title and interest of the Sellers in and to each and every Asset and Assumed Liability. Notwithstanding the foregoing, nothing in this Bill of Sale is intended to effect, nor shall this Bill of Sale constitute or evidence, the sale, conveyance, transfer, assignment, or delivery to Purchaser of any Excluded Liabilities.

This Bill of Sale may be executed in two or more counterparts, each of which shall be deemed an original, but both of which, taken together, shall constitute one and the same instrument.

This Bill of Sale and the rights and obligation of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Bill of Sale nor the rights or obligations of the parties hereunder may be assigned or delegated by any party to any other Person without the prior written consent of the other parties hereto; provided, that Purchaser may assign its rights, interests and obligations hereunder to any direct or indirect wholly owned subsidiary or to any affiliate of which Purchaser is a direct or indirect wholly owned subsidiary. Further, nothing set forth herein shall be deemed to constitute any Person as a third party beneficiary of this Bill of Sale.

THIS BILL OF SALE SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF FLORIDA AS TO ALL MATTERS, INCLUDING BUT NOT LIMITED TO, MATTERS OF VALIDITY, CONSTRUCTION, EFFECT AND PERFORMANCE.

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale to be executed and delivered as of the date first written above.

POLARIS POOL SYSTEMS, INC.

By: Eric Kownacki
Name: Eric Kownacki
Title: President and Chief Executive Officer

CLEAR-TECH AUTOMATION, INC.

By: _____
Name:
Title:


By: _____
Daniel Chauvier

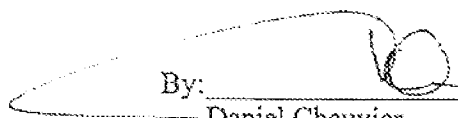
IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale to be executed and delivered as of the date first written above.

POLARIS POOL SYSTEMS, INC.

By: _____
Name: Eric Kownacki
Title: President and Chief Executive Officer

CLEAR-TECH AUTOMATION, INC.

By:  _____
Name: Daniel Chauvier
Title: President

By:  _____
Name: Daniel Chauvier

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