

TRADEMARK ASSIGNMENT

Electronic 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
A. H. Equipment Corp.		10/26/2004	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Spa Acquisition Corp.		
Street Address:	1311 N. Blue Gum		
City:	Anaheim		
State/Country:	CALIFORNIA		
Postal Code:	92806		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	76566461	AQUA KLEAN FILTRATION SYSTEM	
Registration Number:	2220236	ADVANCED SPAS	
Registration Number:	2390748	GAZEBO ORIGINALS	
Registration Number:	2543101	HARMONY SERIES BY L.A. SPAS	
Registration Number:	1707975	L.A. SPAS	
CORRESPONDENCE DATA			
Fax Number:	(202)682-3580		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2026823500		
Email:	jrynkiewicz@kayescholer.com		
Correspondent Name:	John P. Rynkiewicz		
Address Line 1:	901 Fifteenth Street, N.W.		
Address Line 2:	Suite 1100		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
NAME OF SUBMITTER:	John P. Rynkiewicz		

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Signature:	/john p rynkiewicz/
Date:	04/18/2005
Total Attachments: 4 source=LASPASassignUS#page1.tif source=LASPASassignUS#page2.tif source=LASPASassignUS#page3.tif source=LASPASassignUS#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") is made as of October 28, 2004, by and between Spa Acquisition Corp., a California corporation ("Assignee") located at 1311 N. Blue Gum, Anaheim, CA and A.H. Equipment Corp., a California corporation dba L.A. Spas ("Assignor") located at 1311 N. Blue Gum, Anaheim, CA.

WHEREAS, Assignor owns all legal and beneficial right, title and interest in and to the trademarks and registrations listed on Exhibit A hereto;

WHEREAS, Assignee desires to acquire, and Assignor desires to transfer and assign to Assignee, all right, title and interest in and to the trademarks and registrations listed on Exhibit A hereto, including all goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers, conveys and assigns to Assignee all of Assignor's legal and beneficial right, title and interest in and to the trademarks and registrations listed on Exhibit A hereto, together with the goodwill of the business associated with such trademarks and registrations.

The rights transferred by this Assignment include the right to bring all legal actions related to the trademarks and registrations listed on Exhibit A hereto, including actions for any infringement, whether the infringement occurred before or after this Assignment, and the right to recover damages for such infringement.

Assignor shall promptly cooperate with and take such further actions and execute all such further assignments, instruments, powers of attorney and documents as Assignee requests which are necessary or desirable in order to fully vest legal and beneficial ownership of the trademarks listed in Exhibit A hereto in Assignee. Assignor hereby agrees that Assignee is hereby authorized as the lawful attorney-in-fact of Assignor to do, in Assignor's name and on Assignor's behalf, any and all acts and deeds and execute and deliver any such assignments, instruments or documents as Assignee may deem requisite, necessary or proper to fully vest in Assignee legal and beneficial ownership of the trademarks listed in Exhibit A hereto, and Assignor hereby ratifies and confirms that the authority conferred herein is a power-of-attorney that is coupled with an interest, is irrevocable and not subject to termination by Assignor.

This Assignment shall be governed by the internal laws of the State of California without regard to principles of conflicts of law. This Assignment may be executed in counterparts, each of which when taken together shall constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned hereby executes this Assignment as of the date first above written.

SPA ACQUISITION CORP.

By: *Brad de Koning*
Name: Brad de Koning
Its: Chief Financial Officer

STATE OF CALIFORNIA)
SS.:)
COUNTY OF LOS ANGELES)

On October 26, 2004, before me, *Leigh Ann Rahn*, Notary Public, personally appeared *Brad de Koning*, 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 she executed the same in her authorized capacity, and that by her 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.

Leigh A. Rahn *LA*
Notary Public in and for said State

[SEAL]



[Signature page to Trademark Assignment Agreement]

A.H. EQUIPMENT CORP.

By: Wilbur Holmes
Name: Wilbur Holmes
Its: President

STATE OF CALIFORNIA)
SS.: Orange)
COUNTY OF ~~LOS~~ ANGELES)

On October 26th, 2004, before me, Angelina Colla, Notary Public, personally appeared Wilbur Holmes, 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 she executed the same in her authorized capacity, and that by her 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.

Angelina Colla
Notary Public in and for said State

[SEAL]



[Signature page to Trademark Assignment Agreement]

Exhibit A

Trademark

<u>Jurisdiction of Registration</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
US	Advanced Spas & Design	2220236	January 26, 1999
US	Gazebo Originals & Design	2390748	October 3, 2000
US	Harmony Series by L.A. Spas & Design	2543101	February 26, 2002
US	L.A. Spas & Design	1707975	August 18, 1992
US	Aqua Klean Filtration System (application)	76/566461	December 22, 2003

[Exhibit A to the Trademark Assignment Agreement]

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