

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hayward Filtration, LLC		06/20/2005	Limited Liability Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Hayward Industrial Products, Inc.		
Street Address:	900 Fairmount Avenue		
City:	Elizabeth		
State/Country:	NEW JERSEY		
Postal Code:	07207		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78466147	HAYWARD FILTRATION	
CORRESPONDENCE DATA			
Fax Number:	(973)624-7070		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	973-622-4444		
Email:	jagostino@mccarter.com		
Correspondent Name:	Jospeh Agostino		
Address Line 1:	100 Mulberry Street		
Address Line 2:	4 Gateway Center		
Address Line 4:	Newark, NEW JERSEY 07101		
NAME OF SUBMITTER:	Joseph Agostino		
Signature:	/Joseph Agostino/		
Date:	06/28/2005		

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Total Attachments: 3

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TRADEMARK ASSIGNMENT

WHEREAS, **HAYWARD FILTRATION, LLC**, a New Jersey limited liability corporation having a principal place of business at 900 Fairmount Avenue, Elizabeth, New Jersey 07207 ("Assignor"), owns the trademark listed in Schedule A attached hereto (the "Mark");


WHEREAS, **HAYWARD INDUSTRIAL PRODUCTS, INC.**, a New Jersey corporation having a principal place of business at 900 Fairmount Avenue, Elizabeth, New Jersey 07207 ("Assignee"), is desirous of acquiring all right, title and interest in and to the Mark and the pending U.S. application therefor together with all of the goodwill of the business associated with the use of and symbolized by the Mark;

NOW, THEREFORE, for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto the Assignee, its successors and assigns, the entire right, title and interest to the Mark, and the pending application therefor, in the United States and countries foreign thereto, together with all of the goodwill of the business associated with the use of and symbolized by the Mark along with all claims for damages by reason of past, present, and future infringement of the rights assigned under this Assignment, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns, and other legal representatives, as fully and entirely as if the same would have been held and enjoyed by Assignor if this transfer to Assignee had not been made.


For the above consideration, Assignor agrees that upon request of the Assignee, its successors or assigns, it shall execute and deliver any papers which may be necessary or desirable fully to secure to the Assignee, its successors and assigns, the Mark and any rights therein, in the United States and in any country foreign thereto.

IN WITNESS WHEREOF, the ASSIGNOR and the ASSIGNEE have caused this Agreement to be executed and delivered by their proper officers thereunto duly authorized.

HAYWARD FILTRATION, LLC

By: 
Name: Andrew S. Diamond
Title: Vice President

HAYWARD INDUSTRIAL PRODUCTS, INC.

By: 
Name: Andrew S. Diamond
Title: Vice President.

Schedule A

Trademark

Mark	U.S. Application No.	Filing Date
HAYWARD FILTRATION	78/466,147	August 12, 2004

NWK2: 1314884.01

STATE OF N.J.)
) ss.:
COUNTY OF Middlesex)

BE IT KNOWN, that on this 20th day of June, 2005, before me personally came Andrew Diamond, to me personally known as the individual who executed the foregoing instrument, who acknowledged to me that he is the Vice-President of Assignor, and as such is authorized to execute the foregoing instrument on behalf of Assignor, and he executed the same as his free act for the uses and purposes therein mentioned.

Lorraine J. Marczak
Notary Public

LORRAINE J. MARCZAK
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MARCH 8, 2009

STATE OF NJ)
) ss.:
COUNTY OF Middlesex)

BE IT KNOWN, that on this 20th day of June, 2005, before me personally came Andrew Diamond, to me personally known as the individual who executed the foregoing instrument, who acknowledged to me that he is the Vice-President of Assignee, and as such is authorized to execute the foregoing instrument on behalf of Assignee, and he executed the same as his free act for the uses and purposes therein mentioned.

Lorraine J. Marczak
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NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MARCH 8, 2009