

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
Aqua-Flo Pump & Pool Products Manufacturing Co., Inc.		09/14/2005	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Aqua-Flo, LLC		
Street Address:	5651 Schaeffer Avenue		
Internal Address:	Attn: Dirk Caudill		
City:	Chino		
State/Country:	CALIFORNIA		
Postal Code:	91710		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2982107	TUB-MASTER	
CORRESPONDENCE DATA			
Fax Number:	(213)896-6600		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	213-896-6769		
Email:	kbernstein@sidley.com		
Correspondent Name:	Sidley Austin Brown & Wood LLP		
Address Line 1:	555 W. Fifth Street, 40th Floor		
Address Line 2:	Attn: Kim Bernstein, Legal Assistant		
Address Line 4:	Los Angeles, CALIFORNIA 90013		
NAME OF SUBMITTER:	Kim Bernstein, Legal Assistant		
Signature:	/kim bernstein/		
Date:	09/15/2005		

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Total Attachments: 3
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ASSIGNMENT

WHEREAS, Aqua-Flo Pump & Pool Products Manufacturing Co., Inc., a California Corporation (predecessor in interest to Aqua-Flo, Inc., and now known as CFT Holdings Inc.), having its principal place of business located at 5651 Schaeffer Ave., Chino, CA 91710, Assignor, is the applicant/owner of United States Serial No. 2,982,107 for the trademark TUB-MASTER; and

WHEREAS, Aqua-Flo, LLC, a Delaware limited liability company having its principal place of business located at 5651 Schaeffer Avenue, Chino, California 91710, Assignee, desires to acquire by formal, recordable assignment the entire right, title and interest in and to said trademark in the United States and throughout the world;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, the entire right, title and interest in and to the said trademark in the United States, including the rights in and to any foreign applications related thereto and/or issued trademarks related thereto, directly in the name of Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties or otherwise.

Assignor represents and warrants that it has not granted and will not grant to others any rights inconsistent with any of the terms, conditions, or provisions of this Assignment.

Further, Assignor agrees that, upon request and without further compensation, but at no expense to Assignor, it and its legal representatives and assigns will perform all lawful acts, including the execution of papers and the giving of testimony, that might be necessary or desirable for obtaining, sustaining, renewing or enforcing the

trademark registration in the United States, and for perfecting, recording or maintaining the title of Assignee, its successors and assigns, to the application, and any trademark registration granted for the trademark TUB-MASTER in the United States.

[signatures on following page]

