

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
POND SUPPLIES OF AMERICA, INC.		03/03/2006	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	AQUASCAPE DESIGNS, INC.		
Street Address:	901 Aqualand Way		
City:	St. Charles		
State/Country:	ILLINOIS		
Postal Code:	60174		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2205545	POND SWEEP	
Registration Number:	2277183	PURIFALLS	
CORRESPONDENCE DATA			
Fax Number:	(248)203-0763		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	248-203-0700		
Email:	ipmail@dykema.com		
Correspondent Name:	Myriah M. Gambrell-Glenn		
Address Line 1:	39577 Woodward Avenue		
Address Line 2:	Suite 300		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
ATTORNEY DOCKET NUMBER:	089289-0001		
NAME OF SUBMITTER:	Myriah M. Gambrell-Glenn		
Signature:	/Myriah M. Gambrell-Glenn/		

CH \$65.00 2205545

Date:

03/21/2006

Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment") is dated and effective as of the 3rd day of March 2006, by POND SUPPLIES OF AMERICA, INC., an Illinois corporation (the "Assignor") located at 1204 Deer Street, Yorkville, Illinois 60560, in favor of AQUASCAPE DESIGNS, INC., an Illinois corporation ("Assignee"), located at 901 Aqualand Way, St. Charles, Illinois 60174.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby grants, sells, assigns, transfers and conveys to Assignee, Assignor's entire right, title and interest in and to all of Assignor's registered and unregistered trademarks, trade names, corporate names, company names, business names, fictitious business names, domain names, trade styles, service marks, logos, designs and other source or business identities, all registrations and recordings thereof, and applications connected therewith in the United States and throughout the world, including, without limitation, the following: (a) those marks listed on Exhibit A, attached hereto and made a part hereof, and (b) those marks used by Assignor, or any of its affiliates or related entities on or before the date of this Assignment, in connection with the business of Assignor; and (1) all renewals of any of the foregoing, (2) all income, royalties and payments now or hereafter due and/or payable under the foregoing or with respect to any of the foregoing, including but not limited to, payments under all licenses entered into in connection therewith, (3) all rights to enforce or obtain injunctive relief for past, present or future infringements, (4) all rights to damages or payments for any infringements of any of the foregoing occurring after the date of this Assignment, all rights corresponding to any of the foregoing throughout the world (all of the foregoing, collectively, the "Trademarks"), and (5) the goodwill of Assignor's business in connection with which the Trademarks are used and which are symbolized by the Trademarks.

The Assignor hereby represents and warrants to Assignee, that Assignor is the absolute owner of the Trademarks said Trademarks are free and clear of all liens, charges and encumbrances, and that Assignor has full right, power and authority to grant, sell, assign, transfer and convey to Assignee the entire right, title and interest of Assignor in the Trademarks.

Assignor hereby covenants and agrees that it will, upon demand of Assignee, its successors or assigns, and without further consideration to Assignor, (a) execute any and all papers that may be necessary, or deemed by Assignee, its successors or assigns, to be necessary, to a complete fulfillment of the intent and purposes of this Assignment, it being understood that any expense incident to the execution of such papers shall be paid by Assignee, its successors and assigns, and not by Assignor; (b) to assist and cooperate with Assignee in the obtaining of trademarks both U.S. and foreign; and (c) in the event a third party makes any type of claim to the right, title and interest in any Trademark, Assignor, irrevocably covenants, promises and agrees to indemnify and hold Assignee harmless from and against any and all losses, claims, expenses, suits, damages, costs, demands or liabilities, joint or several, of whatever kind or nature which Assignee, its officers, directors, employees, agents, successors or assigns, may become subject arising out of or relating in any way to the Trademarks, including, without limitation, in each case, attorney's fees, costs and expenses actually incurred in defending against or enforcing any such losses, claims, expenses, suits, damages, liabilities or infringements.

[SIGNATURE PAGE FOLLOWS]

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TRADEMARK
REEL: 003273 FRAME: 0581

IN WITNESS WHEREOF, this Assignment has been executed as of the date first above written.

POND SUPPLIES OF AMERICA, INC.
an Illinois corporation

By: *Gary G. Wittstock*
Gary G. Wittstock

Its: President

ACCEPTED AND AGREED:

AQUASCAPE DESIGNS, INC.,
an Illinois corporation

By: *Jack Luedtke*
Jack Luedtke

Its: Executive Vice-President

ACKNOWLEDGMENT FOR ASSIGNOR

STATE OF ILLINOIS)
COUNTY OF KANE) ss.

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Gary G. Wittstock, President of POND SUPPLIES OF AMERICA, INC., an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such President, he signed and delivered this said instrument, pursuant to the authority, given by the Board of Directors of said Corporation as his free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17 day of March 2006.

Susan M. Wendt
Notary Public
"OFFICIAL SEAL"
SUSAN M. WENDT
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/18/2008

Commission Expires: _____

ACKNOWLEDGMENT FOR ASSIGNEE

STATE OF ILLINOIS)
COUNTY OF KANE) ss.

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Jack Luedtke, Executive Vice-President of AQUASCAPE DESIGNS, INC., an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such President, he signed and delivered this said instrument, pursuant to the authority, given by the Board of Directors of said Corporation as his free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17 day of March 2006

Susan M. Wendt
Notary Public
"OFFICIAL SEAL"
SUSAN M. WENDT
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/18/2008

Commission Expires: _____

**EXHIBIT A
ASSIGNMENT OF TRADEMARKS**

I. Registered Trademarks with the USPTO

MARK	REG. NO.	SERIAL NO.
PONDSWEEP	2,205,545	75/363,966
PURIFALLS	2,277,183	75/363,967