

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PondSweep Manufacturing Company		06/08/2006	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Aquascape Designs, Inc.		
<b>Street Address:</b>	901 Aqualand Way		
<b>City:</b>	St. Charles		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60174		
<b>Entity Type:</b>	CORPORATION: ILLINOIS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	78660260	DISAPPEARING FALLS	
Serial Number:	78660211	ENDLESS CASCADES	
Serial Number:	78659760	THE MARKETING GUY ON PONDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(248)203-0763		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	248-203-0700		
<b>Email:</b>	ipmail@dykema.com		
<b>Correspondent Name:</b>	Myriah M. Gambrell-Glenn		
<b>Address Line 1:</b>	39577 Woodward Avenue		
<b>Address Line 2:</b>	Suite 300		
<b>Address Line 4:</b>	Bloomfield Hills, MICHIGAN 48304		
<b>ATTORNEY DOCKET NUMBER:</b>	089289		
<b>NAME OF SUBMITTER:</b>	Myriah M. Gambrell-Glenn		

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Signature:	/Myriah M. Gambrell-Glenn/
Date:	06/20/2006
Total Attachments: 4 source=pondsweeptradeassign#page1.tif source=pondsweeptradeassign#page2.tif source=pondsweeptradeassign#page3.tif source=pondsweeptradeassign#page4.tif	

**ASSIGNMENT OF TRADEMARKS**

This Assignment of Trademarks (this "Assignment") is dated and effective as of the \_\_\_\_ day of June, by PondSweep Manufacturing Company., an Illinois corporation (the "Grantor") located at 1204 Deer Street, Yorkville, Illinois 60560, in favor of Aquascape Designs, Inc., an Illinois corporation ("Grantee"), located at 901 Aqualand Way, St. Charles, Illinois 60174.

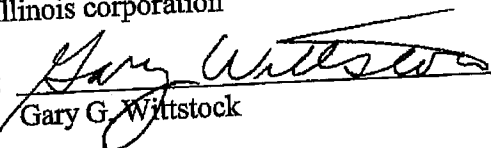
For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, sells, assigns, transfers and conveys to Grantee, Grantor's entire right, title and interest in and to all of Grantor's registered and unregistered trademarks, trade names, corporate 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, (b) those marks containing the names listed on Exhibit A attached hereto and (c) those marks used by Grantor, or any of its affiliates or related entities on or before the date of this Assignment, in connection with the business of Grantor; and (1) all renewals of any of the foregoing, 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, all rights to enforce or obtain injunctive relief for past, present or future infringements, and 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 (2) the goodwill of Grantor's business in connection with which the Trademarks are used and which are symbolized by the Trademarks.

The parties further agree to the following: The Grantor hereby represents and warrants to GRANTEE, that said Trademarks are free and clear of all liens, charges and encumbrances, and that Grantor has full right power and authority to grant, sell, assign, transfer and convey to Grantee Grantor's entire right, title and interest in the Trademarks.

[SIGNATURE PAGE FOLLOWS]

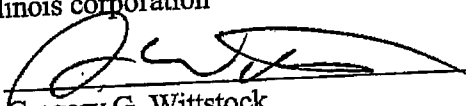
IN WITNESS WHEREOF, this Assignment has been executed as of the date first above written.

PONDSWEEP MANUFACTURING COMPANY  
an Illinois corporation

By:   
Gary G. Wittstock

Its: President

AQUASCAPE DESIGNS, INC.,  
an Illinois corporation

By:   
Gregory G. Wittstock

Its: President

### ACKNOWLEDGMENT FOR GRANTOR

STATE OF Illinois )  
COUNTY OF DuPage )  
ss.

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Mary Wetzstock 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 s/he signed and delivered this said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 8 day of June.



Mary B Troyak  
Notary Public

Commission Expires: 11/5/08

### ACKNOWLEDGMENT FOR GRANTEE

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )  
ss.

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, a \_\_\_\_\_ 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 \_\_\_\_\_, s/he signed and delivered this said instrument, pursuant to the authority, given by the Board of Directors of said Corporation as his/her 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 \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Commission Expires: \_\_\_\_\_

## EXHIBIT A

## ASSIGNMENT OF TRADEMARKS

## I. Pending Trademarks with the USPTO

MARK	REG. NO.	SERIAL NO.
DISAPPEARING FALLS		78/660,260
ENDLESS CASCADES		78/660,211
THE MARKETING GUY ON PONDS		78/659,760

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