

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
Specialty Pool Products, Inc.		05/01/2007	CORPORATION: CONNECTICUT
RECEIVING PARTY DATA			
Name:	SPP Holding Corporation		
Street Address:	320 Industrial Drive		
City:	West Chicago		
State/Country:	ILLINOIS		
Postal Code:	60185		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	78816591	SPECIALTY POOL PRODUCTS	
Serial Number:	78816521	CHAIRMAN S CHOICE	
Serial Number:	78939704	PROTECTOR	
Serial Number:	78939742	PROTECTOR PLUS	
Serial Number:	77004356	KLEAN-A-TRON	
CORRESPONDENCE DATA			
Fax Number:	(314)259-2020		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(314) 259-2000		
Email:	mapaskar@bryancave.com		
Correspondent Name:	Mark A. Paskar		
Address Line 1:	211 N. Broadway		
Address Line 2:	Suite 3400		
Address Line 4:	St. Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	C051541/0207887		

CH \$140.00 78816591

NAME OF SUBMITTER:	Mark A. Paskar
Signature:	/Mark A. Paskar/
Date:	05/02/2007
Total Attachments: 5 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (the "Assignment") is made and entered into as of the 1st day of May, 2007, by and between SPP Holding Corporation, a Delaware corporation ("Assignee") and Specialty Pool Products, Inc., a Connecticut corporation ("Assignor").

WITNESSETH

WHEREAS, Assignee and Assignor have entered into that certain Asset Purchase Agreement dated as of May 1, 2007 (the "Asset Purchase Agreement") with respect to the sale by Assignor of certain assets owned by Assignor.

WHEREAS, the Asset Purchase Agreement requires Assignor to transfer to Assignee valid and legal title to certain Intellectual Property of Assignor (including, without limitation, the trademarks set forth in Schedule A and the domain names set forth in Schedule B) used in connection with the Business.

WHEREAS, terms used herein that are not defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the following: (i) the trademarks, trademark registrations and applications set forth on Schedule A (attached hereto and made a part hereof) (the "Assigned Marks"); (ii) all common law or unregistered rights in the Assigned Marks (including without limitation any such rights in any such trademarks that are the subject of a registration or application) in all jurisdictions throughout the world; (iii) all goodwill symbolized by and associated with the foregoing; (iv) all domain names, domain name registrations and URLs set forth in Schedule B (attached hereto and made a part hereof) (the "Domain Names"); (iv) all income, royalties and payments due or payable with respect to the foregoing, and all rights to sue and recover for any of the foregoing; and (v) all rights to sue and recover damages or obtain other relief for past, present and future infringements of the foregoing (collectively, the "Assigned Rights"). Assignor hereby makes such assignment to Assignee, Assignee being the successor to the ongoing and existing portion of Assignor's business to which the Assigned Marks pertain.

EXECUTION COPY

2. Assignor further authorizes the commissioner of patents and trademarks of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue trademarks or other evidence or forms of intellectual property protection on applications as aforesaid, to record all trademarks transferred hereunder and title thereto, as the property of Assignee, its successors, legal representatives and assigns in accordance with the terms of this Assignment, and to issue the same to the said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Assignment.

3. Assignor shall provide to Assignee, its successors, assigns or other legal representatives reasonable and prompt cooperation and assistance (including without limitation by executing and delivering affidavits, declarations, oaths, exhibits, assignments, powers of attorney and other documentation as may be reasonably required) in connection with effectuating the purposes of this Assignment (including without limitation perfecting Assignee's right, title and interest in and to the Assigned Rights). Assignor shall also provide, at Assignee's reasonable request and sole expense, assistance in preparing and prosecuting any applications relating to the Assigned Rights, and bringing or defending against any infringement or dilution suit or other proceeding that may arise in connection with any of the Assigned Rights, including without limitation, testifying as to any facts relating to the Assigned Rights and to this Assignment.

4. This Assignment shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns and legal representatives. This Assignment is not intended, and shall not be construed, deemed or interpreted, to confer on any person not a party hereto any rights or remedies hereunder.

5. This Assignment, the Asset Purchase Agreement and the other documents delivered pursuant thereto constitute the entire agreement and understanding between Assignor and Assignee and supersede all prior agreements and understandings, both written and oral, relating to the subject matter of this Assignment. In the event of a conflict or inconsistency between this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement shall govern and control. This Assignment may be amended, modified or supplemented, and any right hereunder may be waived, if, but only if, that amendment, modification, supplement or waiver is in writing and signed by Assignor and Assignee. The waiver of any of the terms and conditions hereof shall not be construed or interpreted as, or deemed to be, a waiver of any other term or condition hereof.

6. This Assignment shall be effective immediately upon execution and delivery by both parties hereto.

7. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[signatures on following page]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed on the date and year first above written above.

SPP HOLDING CORPORATION

By: Stephen Burns
Name: Stephen Burns
Title: Vice President

SPECIALTY POOL PRODUCTS, INC.

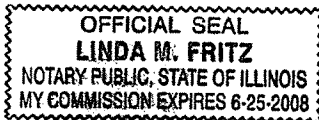
By: _____
Name:
Title:

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 1st day of May, 2007 there appeared before me Stephen Burns, personally known to me, who acknowledged that he or she signed the foregoing Intellectual Property Assignment Agreement as his or her voluntary act and deed on behalf and with full authority of _____.

WITNESS my hand and official seal.

Signature Linda M. Fritz (Seal) My commission expires 6/25/2008



[Signature page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed on the date and year first above written above.

SPP HOLDING CORPORATION

By: _____
Name:
Title:

SPECIALTY POOL PRODUCTS, INC.

By: *Gerald Parker*
Name: Gerald Parker
Title: President

STATE OF CONNECTICUT)
) SS. West Hartford
COUNTY OF HARTFORD)

On this 30th day of April, 2007 there appeared before me the undersigned officer Gerald C. Parker, who acknowledged himself to be the President of Specialty Pool Products, Inc., a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the same, for the purposes therein contained, by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF I hereunto set my hand.

Signature *Gerald Parker* (Seal) My commission expires 3/31/09

SCHEDULE A

Trademarks

- | | |
|----------------------------|-------------------------------------------|
| 1. Specialty Pool Products | U.S. Trademark App. Serial No. 78/816,591 |
| 2. Chairman's Choice | U.S. Trademark App. Serial No. 78/816,521 |
| 3. Protector | U.S. Trademark App. Serial No. 78/939,704 |
| 4. Protector Plus | U.S. Trademark App. Serial No. 78/939,742 |
| 5. Klean-a-tron | U.S. Trademark App. Serial No. 77/004,356 |