

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
B.E.C., Inc		07/27/2007	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Jandy Pool Products, Inc.		
Street Address:	6000 Condor Drive		
City:	Moorpark		
State/Country:	CALIFORNIA		
Postal Code:	93021		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	75380497	LEVOLOR	
CORRESPONDENCE DATA			
Fax Number:	(804)698-2215		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8047757806		
Email:	esewell@mcguirewoods.com		
Correspondent Name:	Elizabeth F Sewell		
Address Line 1:	901 E Cary Street		
Address Line 4:	Richmond, VIRGINIA 23219		
ATTORNEY DOCKET NUMBER:	2051033-2067		
NAME OF SUBMITTER:	Elizabeth Sewell		
Signature:	/Elizabeth Sewell/		
Date:	11/01/2007		

OP \$40.00 75380497

Total Attachments: 4

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TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

This TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made effective as of July 27, 2007, by B.E.C., Inc. (d/b/a System Dynamics), a Nevada corporation ("Assignor") in favor of Jandy Pool Products, Inc., a Delaware corporation ("Assignee").

WHEREAS, this Assignment is being executed and delivered in connection with that certain Asset Purchase Agreement by and between Assignor and Assignee, dated as of July 27, 2007 (the "Purchase Agreement"). Capitalized terms used but not otherwise defined in this Assignment have the meanings ascribed to them in the Purchase Agreement, the applicable terms of which are hereby incorporated by reference into this Assignment;

WHEREAS, Assignor has adopted, used and is using the trademark described in Exhibit A, attached hereto and incorporated by reference herein (the "Mark");

WHEREAS, Assignee is desirous of assuming all of Assignor's right, title and interest in and to the Mark.

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and for other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

1. Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, all of Assignor's right, title, and interest of whatever kind in and to the Mark, together with the goodwill of the business symbolized by the Mark, application and registration and any renewal that may be granted thereon, and Assignor's right to sue for and collect damages and other recoveries for past infringement thereof.

2. Assignor has filed a Request for Correction of Mistake in Registration ("Request for Correction") to correct an error in the federal registration of the Mark ("Registration") whereby the owner is designated as "System Dynamics, Inc." rather than "B.E.C., Inc." Assignor will not contest any change in the Registration or any new application for the Mark that may be filed by Assignee. Assignor will provide whatever assistance Assignee reasonably requests to correct the Registration or file a new application for the Mark.

3. Assignee does hereby assume and agree to pay, perform and discharge when due, all liabilities and obligations of the Assignor arising out of the use of the Mark, of any kind or nature whatsoever, known or unknown, whether absolute, contingent, accrued or otherwise arising after the Effective Date.

4. The terms of this Assignment shall be binding upon, and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the parties hereto.

Execution Copy

5. Assignor and Assignee shall execute and deliver, or cause to be executed and delivered, from time to time hereafter, upon request, all such further documents and instruments and shall do and perform all such acts as may be reasonably necessary to give full effect to the intent of this Assignment.

6. Assignee shall be responsible for any and all costs and expenses associated with the assignment of the Mark.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment and Assumption Agreement to be executed and delivered as of the date first above written.

Jandy Pool Products, Inc.

By: Robert J. Rapp

Name: Robert J. Rapp

Title: CEO

B.E.C., Inc. (d/b/a System Dynamics)

By: Wm. L. Seneff

Name: Wm. L. SENEFF

Title: President

Execution Copy

State of Arizona
County of MariCopa,

On this 27th day of July, 2007, before me personally appeared William Seneff, to me known, who, by me duly sworn, did depose and say that he is the President and sole stockholder of B.E.C., Inc. d/b/a System Dynamics, a Nevada corporation, the corporation described in and that executed for foregoing instrument; and that he signed his name thereto and delivered said instrument by order of the board of directors of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

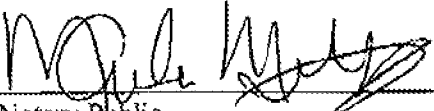

Notary Public



EXHIBIT A

Trademarks

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
LEVOLOR	United States	2,272,982	08/24/99