

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital Corporation		12/07/2007	CORPORATION:
RECEIVING PARTY DATA			
Name:	Aqua-Flo, LLC		
Street Address:	5651 Schaefer Ave.		
City:	Chino		
State/Country:	CALIFORNIA		
Postal Code:	91710		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2982106	FLO-MASTER	
Registration Number:	2982107	TUB-MASTER	
Registration Number:	2466553	CIRC-MASTER	
CORRESPONDENCE DATA			
Fax Number:	(312)993-9767		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	312-876-7700		
Email:	elizabeth.arnold2@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	233 S. Wacker Dr., Ste. 5800		
Address Line 2:	Attn. Elizabeth Arnold		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	025646-0363		
NAME OF SUBMITTER:	Elizabeth Arnold		

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TRADEMARK  
REEL: 003673 FRAME: 0530

Signature:

/ECA/

Date:

12/07/2007

**Total Attachments: 3**

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## RELEASE OF SECURITY INTERESTS IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is dated as of December 7, 2007, by Antares Capital Corporation, as Agent under that certain Credit Agreement dated as of September 19, 2005, by and among Aqua-Flo, LLC (the "Guarantor") and Antares Capital Corporation, as Agent (the "Secured Party").

WHEREAS, as a condition precedent to the effectiveness of the Credit Agreement, Guarantor, entered into that certain TRADEMARK SECURITY AGREEMENT, dated as of September 19, 2005 (the "Agreement");

WHEREAS, the Agreement granted Secured Party a security interest in, among other things, certain trademarks and other property as security for such loans and other obligations as more fully described therein and listed on Schedule A attached hereto (the "Released Trademarks");

WHEREAS, Secured Party's security interests in the Released Trademarks is recorded at Reel 003197, Frame 0919 in the United States Patent and Trademark Office ("PTO"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby agrees as follows:

Secured Party hereby fully releases and terminates its security interest in and lien on:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule A annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule A annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule A and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration of Trademark licensed under any Trademark license.

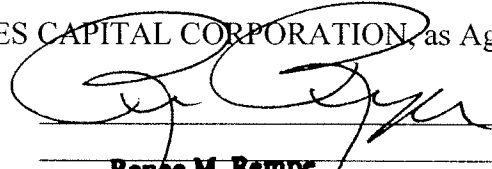
IN WITNESS WHEREOF, Agent has caused this Release of Security Interests in Trademarks to be duly executed as of the day and year first above written.

ANTARES CAPITAL CORPORATION, as Agent

By:

Name:

Title:

  
\_\_\_\_\_  
**Renee M. Rempe**  
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**Senior Vice President**

## SCHEDULE A

### RELEASED TRADEMARKS

1. CIRC-MASTER, Registration No. 2, 466,553, registered on July 3, 2001.

The above-described registered Trademark has been assigned by Aqua-Flo, Inc. (formerly known as Aqua-Flo Pump & Pool Products Manufacturing Co., Inc. and now known as CFT Holdings Inc.) to Borrower by Assignment executed December 10, 2003 and recorded with the U.S. Patent and Trademark Office on December 11, 2003 at Reel 002762, Frame 0453.

2. FLO-MASTER, Registration No. 2,982,106, registered on August 2, 2005.<sup>1</sup>

The above-described registered Trademark has been assigned by Aqua-Flo Pump & Pool Products Manufacturing Co., Inc., (predecessor in interest to Aqua-Flo, Inc. and now known as CFT Holdings Inc.) to Borrower by Assignment executed September 14, 2005 and recorded with the U.S. Patent and Trademark Office on September 15, 2005 at Reel 003159, Frame 0920.

3. TUB-MASTER, Registration No. 2,982,107, registered on August 2, 2005.<sup>2</sup>

The above-described registered Trademark has been assigned by Aqua-Flo Pump & Pool Products Manufacturing Co., Inc., (predecessor in interest to Aqua-Flo, Inc. and now known as CFT Holdings Inc.) to Borrower by Assignment executed September 14, 2005 and recorded with the U.S. Patent and Trademark Office on September 15, 2005 at Reel 003159, Frame 0929.

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<sup>1</sup> The earlier registration of FLO-MASTER (Registration No. 1,620,814, registered on November 6, 1990) was cancelled on May 12, 1997.

<sup>2</sup> The earlier registration of TUB-MASTER (Registration No. 1,489,039, registered on May 24, 1988) was cancelled on November 28, 1994.