

**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>
Cantar/Polyair Inc.		09/05/2006	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Northern Lights Recreation Co.		
<b>Street Address:</b>	1195 Clark Blvd.		
<b>City:</b>	Brampton, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	L6T 3W4		
<b>Entity Type:</b>	Unlimited Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2093554	SUMMER FUN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)784-5777		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-784-5800		
<b>Email:</b>	trademarks@hblaw.com		
<b>Correspondent Name:</b>	Hiscock & Barclay LLP		
<b>Address Line 1:</b>	Seven Times Square		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	713769		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			
<b>Address Line 1:</b>			
<b>Address Line 2:</b>			
<b>Address Line 3:</b>			

OP \$40.00 2093554

Address Line 4:

NAME OF SUBMITTER:

Keith E. Danish

Signature:

/keith e. danish/

Date:

11/14/2008

**Total Attachments: 6**

source=SUMMER FUN CI 6 Assign doc Cantar to Northern ILights#page1.tif

source=SUMMER FUN CI 6 Assign doc Cantar to Northern ILights#page2.tif

source=SUMMER FUN CI 6 Assign doc Cantar to Northern ILights#page3.tif

source=SUMMER FUN CI 6 Assign doc Cantar to Northern ILights#page4.tif

source=SUMMER FUN CI 6 Assign doc Cantar to Northern ILights#page5.tif

source=SUMMER FUN CI 6 Assign doc Cantar to Northern ILights#page6.tif

**ASSIGNMENT OF TRADEMARKS**

**THIS CONVEYANCE** is made as of the 5th day of September, 2006.

**BETWEEN:**

**CANTAR POOL PRODUCTS LIMITED/PRODUITS DE PISCINES CANTAR LIMITED, a**  
corporation incorporated under the laws of the Province of Ontario

(the "Seller")

**OF THE FIRST PART**

- and -

**NORTHERN LIGHTS RECREATION CO., an unlimited corporation incorporated**  
under the laws of the Province of Nova Scotia

(the "Purchaser")

**OF THE SECOND PART**

- and -

**CANTAR/POLYAIR INC., a corporation incorporated under the laws of the Province of**  
Ontario

(the "Assignor")

**OF THE THIRD PART**

**WHEREAS:**

- A. The Seller has entered into an asset purchase agreement (as same may be amended or assigned from time to time, the "Purchase Agreement") with the Purchaser dated as of August 16, 2006 whereby the Purchaser will purchase from the Seller the Assets, but excluding therefrom, for greater certainty, the Excluded Assets; and
- B. Pursuant to the Purchase Agreement, the Seller agreed to execute and deliver an assignment and release of its interest in all trademarks owned by the Seller and used in connection with the Business (the "Trademarks").
- C. The Seller is the beneficial owner of the Trademarks.
- D. The Assignor is the legal owner of the Trademarks.
- E. The Seller and Assignor wish to execute and deliver an assignment and release of their interest in the Trademarks.

DMSTORLspj035668P00001441882v3

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. **Definitions**

Unless otherwise defined herein, all capitalized terms used in this Conveyance shall have the respective meanings ascribed to them in the Purchase Agreement.

2. **Assignment and Release of Certain Intellectual Property Rights**

Effective as at the date hereof and subject to the terms of the Purchase Agreement, the Seller and Assignor hereby convey, transfer, assign and set over absolutely to the Purchaser all of the Seller and Assignor's right, title, and interest in and to:

(a) the Canadian trademarks:

(i)	Atlantic Pools	TMA500,738
(ii)	Beaches	Pending -- Application No. 1,227,882
(iii)	Channel Lok	TMA629,826
(iv)	Estate	TMA633,932
(v)	Gibraltar	TMA629,483
(vi)	Summer Fun	TMA465,596
(vii)	Waterfront	Pending -- Application No. 1,227,883

(b) the United States trademarks:

(i)	Beaches	Pending -- Application Serial No. 78570598
(ii)	Channel Lok	2,996,978
(iii)	Estate	3,019,671
(iv)	Gibraltar	2,994,223
(v)	Poolzone	2,973,655
(vi)	Summer Fun	2,093,554
(vii)	Waterfront	Pending -- Application Serial No. 78570747

and the Seller and Assignor does hereby release any and all right, title, and interest in and to the foregoing.

3. **Other Rights Preserved**

The rights and remedies conferred under this Conveyance are not intended to be exclusive of any other rights or remedies available to either the Purchaser or the Seller in connection with the breach or failure of any of the covenants, warranties, representations or other obligations of the other party given in the Purchase Agreement, and nothing contained in this Conveyance shall be construed in any manner as restricting or derogating from any other such rights or remedies.

4. Notices

Any notice to be given to the parties hereto under or in connection with this Conveyance shall be in writing and shall be sufficiently given if delivered personally or by fax, addressed as follows, or to such other address as any party hereto may provide notice of to the other parties hereto:

(a) in the case of a Notice to the Seller and/or Assignor at:

325 Humber College Drive  
Toronto, Ontario, Canada  
Attention: Mr. Victor D'Souza  
Fax No.: (416) 488-7984  
Email: [victor@polyair.com](mailto:victor@polyair.com)

with a copy to:

Bennett Jones LLP  
3400 One First Canadian Place  
Toronto, Ontario, Canada  
M5X 1A4  
Attention: Mr. Mark S. Laugesen  
Fax No.: (416) 863-1716  
Email: [laugesenm@bennettjones.ca](mailto:laugesenm@bennettjones.ca)

(b) in the case of a Notice to the Purchaser at:

C/o Wil-Bar International  
50 Cabot Court  
Hauppauge, New York USA 11788-3716  
Attention: Steve Cohen  
Facsimile: (631) 951-9170  
e-mail: [stevec@wilbarintl.com](mailto:stevec@wilbarintl.com)

with a copy to:

Tashlik, Kreuzer, Goldwyn & Crandell P.C.  
40 Cuttermill Road  
Great Neck, New York USA 11021  
Attention: Theodore Wm. Tashlik, Esq.  
Facsimile: (516) 829-6509  
e-mail: [ttashlik@tkgclaw.com](mailto:ttashlik@tkgclaw.com)

and with a copy to:

Baker & McKenzie LLP  
BCE Place  
181 Bay Street, Suite 2100  
PO Box 874  
Toronto, Ontario, Canada M5J 2T3  
Attention: Charles M. Magerman, Esq.  
Facsimile: (416) 863-6275  
e-mail: charles.m.magerman@bakernet.ca

Notices delivered personally shall be deemed to have been received on the day on which they were delivered. Notices sent by fax or email shall be deemed to have been received on the day of transmission, if sent before 5:00 p.m. on a business day, or on the next business day if sent after 5:00 p.m.

5. Governing Law

This Conveyance shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable laws of Canada therein.

6. Paramountcy

To the extent that there is a conflict between the terms of this Conveyance and the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.

7. Further Assurances

Each of the parties hereto shall execute and deliver all such further documents and do such other things as the other parties hereto may reasonably request to give full effect to this Conveyance.

8. Successors and Assigns

All of the covenants and agreements in this Conveyance shall be binding upon the parties hereto and their respective successors and assigns and shall enure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

9. Counterparts

This Conveyance may be executed in several counterparts and by facsimile transmission of an originally executed document, each of which shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument.

10. Headings, Extended Meanings

The headings in this Conveyance are inserted for convenience of reference only and shall not constitute a part hereof and are not to be considered in the interpretation hereof. In this

Conveyance, words importing the singular include the plural and *vice versa*; words importing the masculine gender include the feminine and *vice versa*; and words importing persons include firms or corporations and *vice versa*.

IN WITNESS WHEREOF the parties have executed this Conveyance as of the date first written above.

**CANTAR POOL PRODUCTS IMTIED/  
PRODUITS DE PISCINES CANTAR LIMITEE**

Per: \_\_\_\_\_

Name: Victor D'Souza

Title: Chief Operating Officer

I have the authority to bind the Corporation

**CANTAR/POLYAIR INC.**

Per: \_\_\_\_\_

Name: Victor D'Souza

Title:

I have the authority to bind the Corporation

**NORTHERN LIGHTS RECREATION CO.**

Per: \_\_\_\_\_

Name: Steven H. Cohen

Title: President

I have the authority to bind the Corporation

Conveyance, words importing the singular include the plural and *vice versa*; words importing the masculine gender include the feminine and *vice versa*; and words importing persons include firms or corporations and *vice versa*.

IN WITNESS WHEREOF the parties have executed this Conveyance as of the date first written above.

**CANTAR POOL PRODUCTS LIMITED/  
PRODUITS DE PISCINES CANTAR LIMITEE**

Per: \_\_\_\_\_

Name: Victor D'Souza

Title: Chief Operating Officer

I have the authority to bind the Corporation

**CANTAR/POLYAIR INC.**

Per: \_\_\_\_\_

Name: Victor D'Souza

Title:

I have the authority to bind the Corporation

**NORTHERN LIGHTS RECREATION CO.**

Per: \_\_\_\_\_

Name: Steven H. Cohen

Title: President

I have the authority to bind the Corporation