

**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>
Pentair Water Pool and Spa, Inc.		12/15/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	G-G Distribution and Development Co., Inc.		
<b>Street Address:</b>	28545 Livingston Avenue		
<b>City:</b>	Valencia		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91355		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77226897	MAXSTREAM	
<b>Registration Number:</b>	1785414	ULTRA JET	
<b>Registration Number:</b>	2430992	VICO	
<b>Registration Number:</b>	2416280	WOW! WHIRLPOOL OPERATING WONDER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-819-8200		
<b>Email:</b>	trademarkdocket@whitecase.com		
<b>Correspondent Name:</b>	Matthew Bart		
<b>Address Line 1:</b>	White & Case LLP		
<b>Address Line 2:</b>	1155 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	1131181-0004		
<b>NAME OF SUBMITTER:</b>	Matthew Bart		

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Signature:	/Matthew Bart/
Date:	12/17/2008
Total Attachments: 4 source=Assignme#page1.tif source=Assignme#page2.tif source=Assignme#page3.tif source=Assignme#page4.tif	

## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("Assignment") is made this 15th day of December 2008 by and between **Pentair Water Pool and Spa, Inc.**, a Delaware corporation ("Assignor"), and **G-G Distribution and Development Co., Inc.**, a California corporation having its principal place of business at 28545 Livingston Avenue, Valencia, CA 91355 ("Assignee").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor sells, assigns, transfers and sets over unto Assignee its entire right, title and interest in and to the Trademarks contained in Schedule A attached hereto, together with the good will symbolized by and associated with the business in connection with which said Trademarks are used and including any actions, claims and demands whatsoever, known or unknown, that Assignor may have had thereunder prior to the date of this Assignment, the same to be held and enjoyed by Assignee for its own use and benefit and for its successors, assigns, and legal representatives as fully and entirely as the same would have been held by Assignor had this Assignment not been made. Assignor agrees to execute all documents and assignments and to perform such other acts as Assignee may reasonably request to secure to it the rights hereby conveyed.

2. Assignor shall duly execute and deliver or cause to be executed and delivered all instruments of sale, conveyance, transfer and assignment, and notices, releases, acquittances and other documents and perform such further acts, as may be necessary to convey, transfer, assign and deliver to, and consolidate, vest and record in Assignee, full ownership of the Trademarks and other rights conveyed herewith.

3. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be governed by the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflict of laws.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized officer on the date first above written.

**ASSIGNOR:**

**Pentair Water Pool and Spa, Inc.**  
a Delaware corporation

By:     *LLA*      
Name: *Louis L. Ainsworth*  
Title: *Secretary*

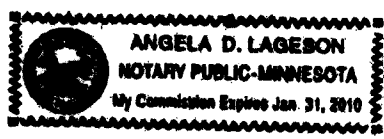
STATE OF Minnesota )  
                                  ) SS:  
COUNTY OF Hennepin )

On this 15<sup>th</sup> day of December 2008, personally came before me Louis L. Ainsworth, and this person acknowledged under oath, to my satisfaction, that:

(a) This person signed, sealed, and delivered the foregoing instrument in his authorized capacity, and

(b) This document was signed and delivered by the entity upon which this person acted as its voluntary act and deed by virtue of authority from its directors.

[Seal]



    *Angela D. Lageson*      
Notary Public

IN WITNESS WHEREOF, Assignee has caused this Assignment to be executed by its duly authorized officer on the date first above written.

ASSIGNEE:

G-G Distribution and Development Co., Inc.  
a California corporation

By: Eric Kowalek  
Name: Eric Kowalek  
Title: CEO

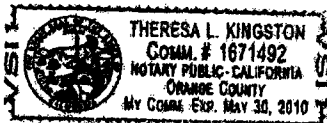
STATE OF California )  
                                  ) SS:  
COUNTY OF Orange )

On this 12<sup>th</sup> day of December 2008, personally came before me Theresa Kingston, and this person acknowledged under oath, to my satisfaction, that:

- (a) This person signed, sealed, and delivered the foregoing instrument in his authorized capacity; and
- (b) This document was signed and delivered by the entity upon which this person acted as its voluntary act and deed by virtue of authority from its directors.

[Seal]

Theresa Kingston  
Notary Public



Schedule A

Registered Trademarks and Trademark Applications

<b>MARK</b>	<b>OWNER</b>	<b>REG./APP. NUMBER</b>	<b>REG./APP. DATE</b>	<b>COUNTRY</b>
MAXSTREAM	Pentair Water Pool and Spa, Inc.	77-226,897	07/11/2007	USA
ULTRA JET	Pentair Water Pool and Spa, Inc.	1785414	08/03/1993	USA
VICO	Pentair Water Pool and Spa, Inc.	2430992	02/27/2001	USA
WOW! WHIRLPOOL OPERATING WONDER	Pentair Water Pool and Spa, Inc.	2416280	12/26/2000	USA