

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
G-G Distribution and Development Co., Inc.		12/15/2008	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dymas Funding Company, LLC, as Administrative Agent		
<b>Street Address:</b>	One North Franklin Street		
<b>Internal Address:</b>	Suite 3500		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1785414	ULTRA JET	
Registration Number:	1787266	VARI-TECH	
Registration Number:	2430992	VICO	
Registration Number:	2416280	WOW! WHIRLPOOL OPERATING WONDER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)577-4688		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(312)577-8416		
<b>Email:</b>	carole.dobbins@kattenlaw.com		
<b>Correspondent Name:</b>	Carole Dobbins c/o Katten Muchin		
<b>Address Line 1:</b>	525 W. Monroe St.		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	215577-00059		

CH \$115.00 1785414

NAME OF SUBMITTER:	Carole Dobbins
Signature:	/Carole Dobbins/
Date:	01/12/2009
Total Attachments: 3 source=Pentair TSA#page1.tif source=Pentair TSA#page2.tif source=Pentair TSA#page3.tif	

## GRANT OF SECURITY INTEREST

### TRADEMARKS

WHEREAS, G-G Distribution and Development Co., Inc., a California corporation (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement dated May 31, 2007 (as the same has been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Dymas Funding Company, LLC, in its capacity as Administrative Agent for certain lenders (the "Assignee");

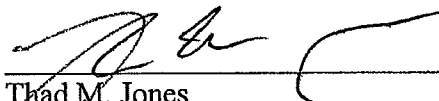
WHEREAS, pursuant to the Security Agreement, the Assignor has granted to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby grant unto the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of December 15, 2008.

**G-G DISTRIBUTION AND DEVELOPMENT  
CO., INC.**, a California corporation

By:   
Name: Thad M. Jones  
Title: Vice President

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

Domestic Trademarks and Trademark Applications

MARK	OWNER	REG./APP. NUMBER	REG./APP. DATE	COUNTRY
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
VARI-TECH	Pentair Water Pool and Spa, Inc.	1787266	08/10/1993	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
MAXISTREAM	Pentair Water Pool and Spa, Inc.	77-106,220	02/13/2007	USA

Foreign Trademarks and Trademark Applications

MARK	OWNER	REG./APP. NUMBER	REG./APP. DATE	COUNTRY
ULTRA JET	Vico Products Mfg Co, Inc.	TMA305851	08/16/1985	Canada