

**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>
LDAG Holdings, Inc.		01/29/2009	CORPORATION: ARIZONA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	GSG Holdings, Inc.
<b>Street Address:</b>	Post Office Box 1945
<b>City:</b>	Chandler
<b>State/Country:</b>	ARIZONA
<b>Postal Code:</b>	85244-1945
<b>Entity Type:</b>	CORPORATION: ARIZONA

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Serial Number:	77433517	AIRPORT THE SPA AIR SOLUTION
Serial Number:	77433479	AIRPORT
Serial Number:	77248487	ECO POOL
Serial Number:	77621976	NIAGARA
Registration Number:	2773387	OCTOCLEAN
Registration Number:	3520580	PARASCOPE
Registration Number:	1919543	PCC
Registration Number:	2786012	PCC 2000
Registration Number:	0882447	POOL TENDER
Registration Number:	1035655	POOL VALET
Registration Number:	3058398	PV3
Registration Number:	3525031	RETROJET
Registration Number:	3341053	SDX HIGH FLOW SAFETY DRAIN
Registration Number:	2976216	XPORT

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Registration Number:	3225852	CLEAR O3
Registration Number:	2559982	.COM READY
Registration Number:	3423541	CYCLEAN
Registration Number:	2841645	LIQUID CONCEPTS
Registration Number:	2868949	MDX

**CORRESPONDENCE DATA**

Fax Number: (602)382-6070

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 6023826000

Email: pdemello@swlaw.com

Correspondent Name: Adam Stegge, Snell & Wilmer L.L.P.

Address Line 1: 400 E. Van Buren

Address Line 4: Phoenix, ARIZONA 85004-2202

ATTORNEY DOCKET NUMBER:	13292.0002.2
NAME OF SUBMITTER:	Adam Stegge
Signature:	/Adam Stegge/
Date:	02/18/2009

**Total Attachments: 7**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made as of January 30, 2009 (the "Effective Date") by LDAG Holdings, Inc., an Arizona Corporation ("Assignor"), for the benefit of GSG Holdings, Inc., an Arizona corporation ("Assignee").

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant and Assignment of Marks. Effective as of the Effective Date, Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all right, title, and interest in and to those certain trademarks, service marks and trade names and pending applications listed on Exhibit A attached hereto (collectively, the "Marks"), together with the goodwill of Assignor's business and common law trademark rights pertaining thereto, and all common law copyrights, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Marks or copyrights, along with the right to sue for and collect such damages for the use and benefit of Assignee and Assignee's successors, assigns and other legal representatives. Assignor does hereby further sell, transfer, convey, assign and deliver to Assignee all of its right, title and interest in and to the Marks in any country foreign to the United States of America.

2. Assignment of Domain Names. Effective as of the Effective Date, Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all right, title, and interest in and to the internet domain names listed on Exhibit B attached hereto (collectively, the "Domain Names").

3. Representations and Warranties of the Parties. Each party warrants that (i) this Assignment is a legal, valid and binding obligation of the warranting party, (ii) it has full power and authority to enter into and perform its obligations under this Assignment in accordance with its terms, and (iii) it is and will remain free of any obligations and restrictions that would prevent or impede its performance of its obligations under this Assignment.

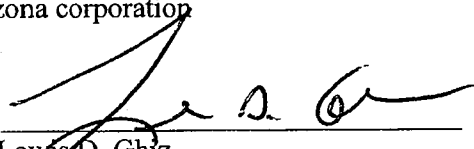
4. Further Assurances. Each party will, without additional consideration, take such further actions and execute promptly such further documents as are necessary to effect and record the above assignment, including any actions or documents required by the applicable registrar to document the transfer herein or as may be necessary to protect, secure and vest good, valid and marketable title to the Marks and related rights in Assignee.

5. Recording of Assignment. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue the Marks, or other evidence or forms of intellectual property protection or applications as, to issue the same to Assignee and Assignee's successors, assigns and other legal representatives in accordance with the terms of this instrument.

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

**ASSIGNOR:**

LDAG HOLDINGS, INC., an  
Arizona corporation

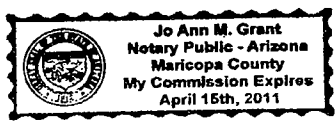
By:   
Lewis D. Ghiz  
President & CEO

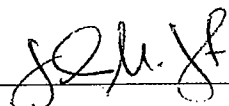
**Acknowledgement by Notary Public**

State of Arizona  
County of Maricopa

On this 29<sup>th</sup> day of January, 2009, before me, the undersigned Notary Public, personally appeared Lewis D. Ghiz, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Seal:



Signature:   
Name: Jo Ann M. Grant, Notary Public

**Exhibit A**

**Trademark Applications for Registration**

<b>Mark (Country)</b>	<b>Registrant / Owner (as per PTO reports)</b>	<b>Serial No.</b>	<b>Applicati on Filing Date</b>	<b>Reg. No.</b>	<b>Registratio n Date</b>	<b>Goods/Services</b>
AIRPORT THE SPA AIR SOLUTION (AU)	Paramount Leisure Industries, Inc.	77/433,517	3/27/08			Parts for spas, namely, air intake muffler. Class 011.
AIRPORT (AU)	Paramount Leisure Industries, Inc.	77/433,479	3/27/08			Parts for spas, namely, air intake muffler. Class 011.
ECO POOL (AU)	Paramount Leisure Industries, Inc.	77/248,487	8/6/07			In-floor water circulation nozzles for swimming pools and spas. Class 011.
NIAGARA (AU)	Paramount Leisure Industries, Inc.	77/621,976	11/25/08			Waterfall apparatus for swimming pools. Class 011.

**Trademark Registrations**

Mark (Country)	Registrant / Owner (as per PTO reports)	Serial No.	Applicatio n Filing Date	Reg. No.	Registrati on Date	Goods/Services
CLEAR O3 (U.S.A.)	Paramount Leisure Industries, Inc.	78/643,452	6/3/05	3,225,75 2	4/3/07	Swimming pool and spa water cleaning and purification system consisting primarily of an ozone — generating chamber together with connectors, tubing, and installation hardware. International Class 011.
.COM READY (U.S.A.)	Ghiz Companies, Inc., dba CyberSmart (Registration says Ghiz Company, Inc.- we have tried numerous times to correct this).	76/015,232	3/31/00	2,559,98 2	4/9/02	Building inspection in the course of building construction, namely, inspecting buildings as being appropriately wired to provide internet connections in Class 37.
CYCLEAN (U.S.A.)	Paramount Leisure Industries, Inc.	77/039,928	11/8/06	3,423,54 1	5/6/08	Swimming pool and spa products and components, namely, automatic in-floor pool water cleaning and circulation systems. Class 011.
LIQUID CONCEPTS (U.S.A.)	Paramount Leisure Industries, Inc.	78/152,556	8/8/02	2,841,64 5	5/11/04	The process of taking swimming pool and spa drawings and translating them into virtual and interactive 3-D renderings of how the pool will appear when completed in Class 42.
MDX (U.S.A.)	Paramount Leisure Industries, Inc.	76/537,497	8/14/03	2,868,94 9	8/3/04	Drains for removing debris from swimming pools and spas that also protect against human entrapment in Class 011.
MDX (Australia)	Paramount Leisure Industries, Inc.	984601	8/14/03	984601	1/12/04	Drains for removing debris from swimming pools and spas, including those that also protect against human entrapment.

Mark (Country)	Registrant / Owner (as per PTO reports)	Serial No.	Application Filing Date	Reg. No.	Registration Date	Goods/Services
MDX (European Union)	Paramount Leisure Industries, Inc.	3607728	8/14/03	3607728	1/12/04	Very lengthy description. Classes 7, 11, 37
OCTOCLEAN (U.S.A.) New filing	Paramount Leisure Industries, Inc.	76/461,987	10/28/02	2,773,387	10/14/03	Underwater swimming pool cleanser compressing leaf gathering jets and sweep hoses. Class 007.
PARASCOPE (U.S.A.)	Paramount Leisure Industries, Inc.	77/481,503	5/22/08	3,520,580	10/21/08	Swimming pool fountains. Class 011
PCC (U.S.A.)	Paramount Leisure Industries, Inc.	74/567,318	8/29/94	1,919,543	9/19/95	Swimming pool and spa cleaning and circulation system components, namely nozzles, drain fittings, water flow control valves, and debris collection canisters in Class 011.
PCC (France)	Paramount Leisure Industries, Inc.		2/27/95	95 560 334	2/27/95	Class 11
PCC (Spain)	Paramount Leisure Industries, Inc.	1951086	2/28/95	1,951,086	10/5/95	Class 11
PCC 2000 (U.S.A.)	Paramount Leisure Industries, Inc.	76/473,406	12/04/02	2,786,012	11/25/03	Swimming pool and spa cleaning and circulation system components, namely nozzles, drain fittings, water flow control valves, and debris collection canisters in Class 011.
PCC 2000 (Australia)	Paramount Leisure Industries, Inc.		7/14/03	961563	7/14/03	Swimming pool and spa cleaning and circulation system components, namely nozzles, drain fittings, water flow control valves, and debris collection canisters in Class 11.
PCC-2000 (Australia)	Paramount Leisure Industries, Inc.		8/31/92	585475	8/31/92	Swimming pool cleaning system and component parts in International Class 7.
PCC 2000 (European Union)	Paramount Leisure Industries, Inc.		7/15/03	3313641	8/3/06	Very lengthy description. Classes 7, 11, 37

Mark (Country)	Registrant / Owner (as per PTO reports)	Serial No.	Applicatio n Filing Date	Reg. No.	Registrati on Date	Goods/Services
POOL TENDER (U.S.A.)	Paramount Leisure Industries, Inc.	72/298,037	5/13/68	00,882,4 47	12/16/69	Pressure automated vacuum systems for use in cleaning swimming pools in Class 007.
POOL VALET (U.S.A.)	Paramount Leisure Industries, Inc.	73/051,567	5/6/75	1,035,65 5	3/16/76	Automatic Swimming Pool Cleaning System Consisting of a Series of Rotary Water Jets, Electric booster pump and a water pressure cycle valve in Class 007.
POOL VALET (Australia)	Paramount Leisure Industries, Inc.			585476	8/31/92	Swimming pool cleaning system and component parts in Class 7.
PV3 (U.S.A.)	Paramount Leisure Industries, Inc.	76/537,498	8/14/03	3,058,39 8	02/14/06	Swimming pool and spa products and components, namely, automatic in-floor pool water cleaning and circulation systems sold as a unit comprised of a base unit, nozzles, bodies, water valves, canisters, main drains, down jet returns, replacement modules, and parts and fittings therefor, in INT. Class 11.
PV3 (Australia)	Paramount Leisure Industries, Inc.	984602	1/12/04	984602	1/12/04	Manufacturing, installation, distribution, sales and support of swimming pool and spa products and components, being automatic in-floor pool cleaning and circulation systems, base kits, nozzles, bodies, water valves, canisters, main drains, down jet returns, aquadaptors, replacement modules, tools, and accompanying parts and accessories.
PV3 (European Union)	Paramount Leisure Industries, Inc.	3607546	8/14/03	3607546	1/12/04	Very lengthy description. Classes 7, 11, 37
RETROJET (U.S.A.)	Paramount Leisure Industries, Inc.	77/194,761	5/31/07	3525031	10/28/08	In-floor cleaning nozzles for swimming pools and spas. Class 11.



Mark (Country)	Registrant / Owner (as per PTO reports)	Serial No.	Applicatio n Filing Date	Reg. No.	Registrati on Date	Goods/Services
SDX HIGH FLOW SAFETY DRAIN (with logo) (U.S.A.)	Paramount Leisure Industries, Inc.	78/580,830	3/4/05	3341053	11/20/07	A water drain designed to exceed anti-entrapment requirements worldwide for hair, limb, and body; Applications for this water drain include, but are not limited to, wall and/or floor drains for any type of swimming pool, spa, water basin, or fountain; This drain also function as 60 drains in one, and is self limiting with residential pool pumps up to 3HP. International Class 11
XPORT (U.S.A.)	Paramount Leisure Industries, Inc.	78/440,063	6/23/04	2,976,21 6	07/26/05	Drains for removing debris from swimming pools and spas that also protect against human entrapment in Class 011.

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