

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ITT Corporation		02/27/2009	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	Balboa Water Group, Inc.
Street Address:	1382 Bell Avenue
City:	Tustin
State/Country:	CALIFORNIA
Postal Code:	92780
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2619555	HYDROAIR
Registration Number:	3098450	DRYJET
Registration Number:	1701068	GEMINI PLUS
Registration Number:	3414625	VISIO
Registration Number:	2184586	CYCLE VALVE
Registration Number:	1525498	MICRO'SSAGE
Registration Number:	1570792	THERA'SSAGE

CORRESPONDENCE DATA

Fax Number: (212)354-8113
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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 Correspondent Name: Matthew Bart
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 Address Line 2: 1155 Avenue of the Americas

CH \$190.00 2619555

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ATTORNEY DOCKET NUMBER:

1131181-0006

NAME OF SUBMITTER:

Matthew Bart

Signature:

/Matthew Bart/

Date:

03/02/2009

Total Attachments: 16

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("Assignment") is made February 27, 2009 by and between **ITT Corporation**, an Indiana corporation ("Assignor"), with its principal place of business at 1133 Westchester Avenue, White Plains, New York 10604, USA, and **Balboa Water Group, Inc.**, a Delaware corporation having its principal place of business at 1382 Bell Avenue, Tustin, California 92780 ("Assignee").

WHEREAS, Assignee is the parent corporation of G-G Distribution and Development Co., Inc., a California corporation ("G-G Distribution"); and

WHEREAS, Assignor, G-G Distribution, and SPA & Bath Holdings, Inc. have entered into an Asset Purchase Agreement, dated as of December 18, 2008, pursuant to which G-G Distribution has agreed to purchase certain assets from Assignor, including the registered trademarks and trademark applications listed on Schedule A attached hereto, on the terms and conditions contained therein, and Assignor has agreed to transfer such registered trademarks and trademark applications to 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 and trademark applications contained in Schedule A attached hereto, including any renewals thereof, together with the good will symbolized by and associated with the business in connection with which said trademarks and trademark applications are used, and including any actions, claims, demands, and payments for past or future infringements and misappropriations thereof, whether known or unknown, all rights to sue for past, present, and future infringements or misappropriations thereof, and all rights corresponding to any of the above throughout the world, 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 hereby authorizes the division of the information provided in Schedule A by the Assignee in order to facilitate the conveyance, transfer and assignment, consolidation, vesting and recording in Assignee, full ownership of the trademarks and trademark applications contained in Schedule A attached hereto. 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 trademark applications 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.

Schedule A

Registered Trademarks and
Trademark Applications

U.S. - Registered Trademarks and Trademark Applications

<u>Mark</u>	<u>Jurisdiction</u>	<u>Application #</u>	<u>Filing Date</u>	<u>Registration #</u>	<u>Reg. Date</u>
HYDROAIR	US	76/026155	17-Apr-2000	2619555	17-Sep-2002
DRYJET	US	76/353418	31-Dec-2001	3098450	30-May-2006
GEMINI PLUS	US	74/088814	16-Aug-1990	1701068	14-Jul-1992
VISIO	US	78/887026	18-May-2006	3414625	22-Apr-2008
CYCLE VALVE	US	75/115303	6-Jun-1996	2184586	25-Aug-1998
MICRO'SSAGE	US	73/720214	4-Apr-1988	1525498	21-Feb-1989
THERA'SSAGE	US	73/796741	1-May-1989	1570792	12-Dec-1989

<u>Mark</u>	<u>Jurisdiction</u>	<u>Application #</u>	<u>Filing Date</u>	<u>Registration #</u>	<u>Reg. Date</u>
SLIMLINE	Calif		31-Oct-1989	091463	19-Jan-1990

Schedule A

Registered Trademarks and
Trademark Applications

Australia - Registered Trademarks and Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Application #</u>	<u>Filing Date</u>	<u>Registration #</u>	<u>Reg. Date</u>
MICROSSAGE	AU	496158	26-Sep-1988	A496158	26-Sep-1988
THERASSAGE	AU	522223	31-Oct-1989	A522223	31-Oct-1989

Schedule A

Registered Trademarks and
Trademark Applications

Canada - Registered Trademarks and Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Application #</u>	<u>Filing Date</u>	<u>Registration #</u>	<u>Reg. Date</u>
MICROSSAGE	CA	615988	26-Sep-1988	TMA394060	14-Feb-1992
THERA'SSAGE	CA	644067	1-Nov-1989	383906	3-May-1991

Schedule A

Registered Trademarks and
Trademark Applications

European Community - Registered Trademarks and Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Application #</u>	<u>Filing Date</u>	<u>Registration #</u>	<u>Reg. Date</u>
CYCLE VALVE	European Community	429860	5-Dec-1996	429860	30-Jun-1998
HYDRO AIR	European Community	725531	19-Jan-1998	725531	7-Dec-1999
HYDROAIR	European Community	7323587	17-Oct-2008		
VISIO	European Community	4853164	24-Jan-2006	4853164	12-Mar-2008

Schedule A

Registered Trademarks and
Trademark Applications

France - Registered Trademarks and Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Application #</u>	<u>Filing Date</u>	<u>Registration #</u>	<u>Reg. Date</u>
MICRO'SSAGE	France	956495	23-Sep-1988	1490215	23-Sep-1988
THERA'SSAGE	France	164769	31-Oct-1989	1738741	31-Oct-1989

Schedule A

Registered Trademarks and
Trademark Applications

Germany - Registered Trademarks and Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Application #</u>	<u>Filing Date</u>	<u>Registration #</u>	<u>Reg. Date</u>
MICRO'SSAGE	Germany	H60306/11WZ	30-Sep-1988	1144039	2-Aug-1989

Schedule A

Registered Trademarks and
Trademark Applications

Italy - Registered Trademarks and Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Application #</u>	<u>Filing Date</u>	<u>Registration #</u>	<u>Reg. Date</u>
MICRO'SSAGE	Italy	TO98C002868	3-Oct-1998	817466	14-Mar-1991
THERA'SSAGE	Italy	TO99C002748	31-Oct-1989	00882695	31-Oct-1989

Schedule A

Registered Trademarks and
Trademark Applications

New Zealand - Registered Trademarks and Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Application #</u>	<u>Filing Date</u>	<u>Registration #</u>	<u>Reg. Date</u>
MICROSSAGE	New Zealand	187616	27-Sep-1988	187616	18-Feb-1992

Schedule A

Registered Trademarks and
Trademark Applications

Spain - Registered Trademarks and Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Application #</u>	<u>Filing Date</u>	<u>Registration #</u>	<u>Reg. Date</u>
MICRO'SSAGE	Spain	1594498	19-Oct-1990	1594498	5-Dec-1991
MICRO'SSAGE	Spain	1275663	29-Sep-1988	1275663	5-Sep-1989

Schedule A

Registered Trademarks and
Trademark Applications

Sweden - Registered Trademarks and Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Application #</u>	<u>Filing Date</u>	<u>Registration #</u>	<u>Reg. Date</u>
MICRO'SSAGE	Sweden	88-08106	26-Sep-1988	228641	13-Dec-1991
THERA'SSAGE	Sweden	89-10179	26-Oct-1989	226359	6-Sep-1991

Schedule A

Registered Trademarks and
Trademark Applications

Turkey - Registered Trademarks and Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Application #</u>	<u>Filing Date</u>	<u>Registration #</u>	<u>Reg. Date</u>
HYDROAIR	Turkey	2008/63518	3-Nov-2008		
HYDROAIR (Stylized)	Turkey	2008/63517	3-Nov-2008		

Schedule A

Registered Trademarks and
Trademark Applications

UK - Registered Trademarks and Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Application #</u>	<u>Filing Date</u>	<u>Registration #</u>	<u>Reg. Date</u>
MICRO'SSAGE	UK	1359143	28-Sep-1988	1359143	28-Sep-1988
THERA'SSAGE	UK	1403568	27-Oct-1989	1403568	8-Oct-1993