

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Monarch Pool Systems Pty Ltd		07/04/2008	CORPORATION: AUSTRALIA
RECEIVING PARTY DATA			
Name:	Davey Water Products Pty Ltd		
Street Address:	6 Lakeview Drive		
City:	Scoresby, Victoria		
State/Country:	AUSTRALIA		
Entity Type:	CORPORATION: AUSTRALIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1758194	CHLOROMATIC SALT WATER CHLORINATOR	
CORRESPONDENCE DATA			
Fax Number:	(949)955-1921		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	949-955-1920		
Email:	dcheung@koslaw.com		
Correspondent Name:	Klein, O'Neill & Singh, LLP		
Address Line 1:	43 Corporate Park		
Address Line 2:	Suite 204		
Address Line 4:	Irvine, CALIFORNIA 92606		
ATTORNEY DOCKET NUMBER:	98765-TM		
DOMESTIC REPRESENTATIVE			
Name:	Klein, O'Neill & Singh, LLP		
Address Line 1:	43 Corporate Park		
Address Line 2:	Suite 204		
Address Line 4:	Irvine, CALIFORNIA 92606		

OP \$40.00 1758194

NAME OF SUBMITTER:	Howard J. Klein
Signature:	/HJK/
Date:	04/20/2009
Total Attachments: 6 source=98765-TM--AssgnToDavey#page1.tif source=98765-TM--AssgnToDavey#page2.tif source=98765-TM--AssgnToDavey#page3.tif source=98765-TM--AssgnToDavey#page4.tif source=98765-TM--AssgnToDavey#page5.tif source=98765-TM--AssgnToDavey#page6.tif	

DEED OF ASSIGNMENT

Intellectual Property Assignment

DEED OF ASSIGNMENT

THIS DEED IS MADE on the 4th of July 2008

BETWEEN: Monarch Pool Systems Pty Ltd (ACN 009380509), of 12 Kembla Way, Willetton, 6155, Western Australia, Australia ("Assignor").

AND: Davey Water Products Pty Ltd (ACN 066327517), of 6 Lakeview Drive, Scoresby, Victoria, Australia ("Assignee").

RECITALS:

- A. The Assignor is the owner of the Intellectual Property set out in the Schedule ("the Intellectual Property").
- B. The Assignor has agreed for the sum of \$1.00 (receipt of which is acknowledged) to assign the Intellectual Property to the Assignee.

1. ASSIGNMENT

- 1.1 The Assignor, as legal and beneficial owner of the Intellectual Property, assigns the whole of its title to and rights in the Intellectual Property to the Assignee, absolutely and free of any encumbrance, on the terms of this Deed, with effect from the date of this Deed.
- 1.2 The assignment set out in clause 1.1 includes the assignment of the right to bring legal proceedings, and to obtain any relief to which the Assignor would have been entitled but for this clause, in respect of any infringement of the Intellectual Property occurring before or after the date of this Deed.
- 1.3 The Assignor agrees to give the Assignee any assistance reasonably required by the Assignee in relation to the recordal of the assignment of the Intellectual Property, including the provision or execution of any document reasonably required by the Assignee. The Assignor irrevocably appoints the Assignee its attorney to do all acts and execute all documents which the Assignor is obliged to do or execute by this clause.
- 1.4 "Encumbrance" includes any trust, charge, mortgage, and any right or interest granted to secure any debt, obligation or liability.

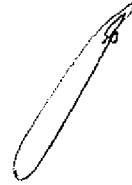


2. **GENERAL**

- 2.1 This Deed (and the validity and enforceability of this Deed) is governed by and to be interpreted in accordance with the law of the State of **Victoria**. The parties submit to the non-exclusive jurisdiction of the courts of **Victoria**, and the federal courts of the Commonwealth of Australia.
- 2.2 Any stamp duty or other government charges payable in respect of this Deed or the transactions contemplated by it shall be payable by the Assignee.

3. **AUTHORITY TO EXECUTE**

- 3.1 Each of the parties warrants its power to enter into this Deed.
- 3.2 Any individual executing this Deed on behalf of a party warrants that he or she has been fully empowered to execute this Deed and that all necessary action to authorise execution of this Deed has been taken.

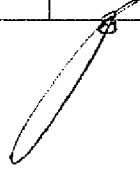


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SCHEDULE


Trade Marks

Country	Number	Mark	Status
Australia	559996	OZOMTIC	Registered
Australia	476117	CHLOROMATIC	Registered
Australia	487408	QUESTA	Registered
Australia	627784	ECO-MATIC	Registered
Australia	1004874	STEALTH AUTOMATIC POOL CLEANER (Device)	Registered
Australia	1004878	SPAGEAR	Registered
Australia	1018393	Max-i-Vac	Registered
Australia	1094519	Spagear	Registered
Australia	1108063	TurboSweep	Registered
Australia	1112471	HydroSweep Automatic Pool Cleaner	Registered
Australia	1116626	Powerflow ZX	Registered
Australia	762082	POOLFRESH	Registered
Australia	781012	CHEM MATIC	Registered
Australia	920928	Predator	Registered
Australia	921342	ORCA Device	Registered
Australia	942468	STROUD POOL AND SPA EQUIPMENT (Logo)	Registered
Australia	942445	POOL CHECK (Logo)	Registered
Australia	942767	SOLAR MATIC (Logo)	Registered
Australia	990418	Aquarite	Registered
Australia	999695	Solartemp	Registered
Australia	999693	Aquachlor	Registered
European Community	005244173	CHLOROMATIC	Registered
European Community	005243746	ECOPURE	Application



Patents

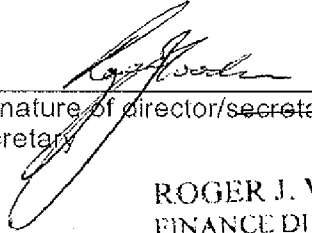
Country	Number	Title	Status
Australia	684550	An Electrolysis Apparatus, and a power supply and cell therefor	Granted
United States of America	1758194	Chloromatic Salt Water Chlorinator	Granted



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EXECUTED AS A DEED

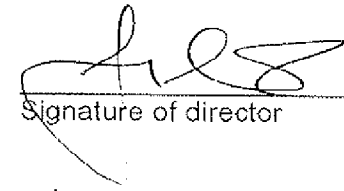
Executed on behalf of:
Monarch Pool Systems Pty Ltd (ACN
009380509) by




Signature of director/secretary/sole director and
secretary

ROGER J. WODSON
FINANCE DIRECTOR

Name (please print)

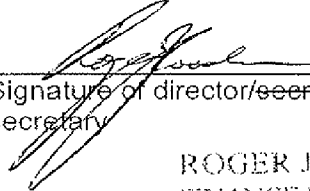


Signature of director



Name (please print)

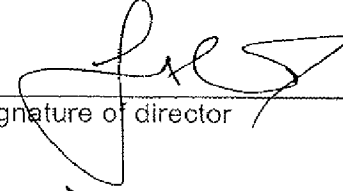
Executed on behalf of:
Davey Water Products Pty Ltd
(ACN: 066327517) by




Signature of director/secretary/sole director and
secretary

ROGER J. WODSON
FINANCE DIRECTOR

Name (please print)



Signature of director



Name (please print)