

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	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>
Paramount Leisure Industries, Inc.		04/30/2009	CORPORATION: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LDAG Holdings, Inc.		
<b>Street Address:</b>	Post Office Box 1955		
<b>City:</b>	Chandler		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85244-1955		
<b>Entity Type:</b>	CORPORATION: ARIZONA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77489619	PARALEVEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(602)586-5278		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	602-212-8532		
<b>Email:</b>	kliepmann@stinson.com		
<b>Correspondent Name:</b>	Karen L. Liepmann and all other partners		
<b>Address Line 1:</b>	1850 North Central Avenue		
<b>Address Line 2:</b>	Suite 2100		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85004		
<b>ATTORNEY DOCKET NUMBER:</b>	PARAMOUNT/LDAG TA		
<b>NAME OF SUBMITTER:</b>	Karen L. Liepmann		
<b>Signature:</b>	/Karen L. Liepmann/		
<b>Date:</b>	05/01/2009		

CH \$40.00 77489619

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective as of April 15, 2009 (the "Effective Date") by Paramount Leisure Industries, Inc., an Arizona Corporation ("Assignor"), for the benefit of LDAG 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. 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.

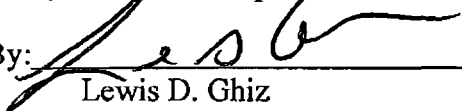
3. Further Assurances. Each party will, without additional consideration, take such further actions and execute promptly such further documents as are necessary to effect and record the above assignment, including any actions or documents required by the applicable registrar to document the transfer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

4. 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:**

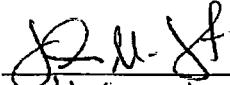
PARAMOUNT LEISURE INDUSTRIES,  
INC., an Arizona corporation

By:   
Lewis D. Ghiz  
President & CEO

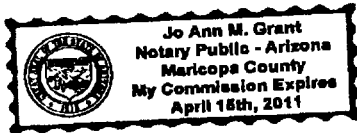
**Acknowledgement by Notary Public**

State of Arizona     )  
                                  ) ss.  
County of Maricopa    )

On this 30<sup>th</sup> day of April, 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

Signature:   
Name Jo Ann M. Grant, Notary Public

Seal:



**Exhibit A**

<b>Mark (Country)</b>	<b>Registrant/O wner (as per PTO reports</b>	<b>Serial No.</b>	<b>Application Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Goods/Services</b>
PARALEVEL (ITU) (words only)	Paramount Leisure Industries, Inc.	77/489,619	6/3/08			Automatic water level control machines and instruments for pools and spas. Class 9.