

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
LDAG Holdings, Inc.		04/30/2009	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	GSG Holdings, Inc.		
Street Address:	Post Office Box 1945		
City:	Chandler		
State/Country:	ARIZONA		
Postal Code:	85244-1945		
Entity Type:	CORPORATION: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77489619	PARALEVEL	
CORRESPONDENCE DATA			
Fax Number:	(602)586-5278		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	602-212-8532		
Email:	kliepmann@stinson.com		
Correspondent Name:	Karen L. Liepmann and all other partners		
Address Line 1:	1850 North Central Avenue		
Address Line 2:	Suite 2100		
Address Line 4:	Phoenix, ARIZONA 85004		
ATTORNEY DOCKET NUMBER:	LDAG/GSG HOLDINGS TA		
NAME OF SUBMITTER:	Karen L. Liepmann		
Signature:	/Karen L. Liepmann/		
Date:	05/01/2009		

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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 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. 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.

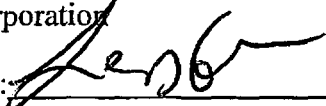
3. Further Assurances. Each party will, without additional consideration, take such further actions and execute promptly such further documents as are necessary to effect and record the above assignment, including any actions or documents required by the applicable registrar to document the transfer 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:

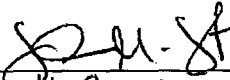
LDAG HOLDINGS, INC., an Arizona corporation

By: 
Lewis D. Ghiz
President & CEO

Acknowledgement by Notary Public

State of Arizona)
) ss.
County of Maricopa)

On this 30th 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

Mark (Country)	Registrant/Owner (as per PTO reports)	Serial No.	Application Filing Date	Registration No.	Registration Date	Goods/Services
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.