

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Amalgamation

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kafko Canada Inc.		12/30/2004	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Latham Splash Canada, Inc.
Street Address:	199 Bay Street 5300 Commerce Court West
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5L 1B9
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1565943	SNAP-LOCK
Registration Number:	1565944	SNAP-LOCK

CORRESPONDENCE DATA

Fax Number: (212)813-5901

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

Phone: 212-813-5900

Email: anicolescu@fzlz.com

Correspondent Name: LAWRENCE E. APOLZON

Address Line 1: FROSS ZELNICK LEHRMAN & ZISSU, P.C.

Address Line 2: 866 UNITED NATIONS PLAZA

Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:

LASC 0700892

DOMESTIC REPRESENTATIVE

Name:

900144411

TRADEMARK
REEL: 004071 FRAME: 0886

CH \$65.00 1565943

Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Lawrence E. Apolzon

Signature:

/anca nicolescu/

Date:

10/01/2009

Total Attachments: 7

source=Amalgamation into Latham Splash Canada, Inc. (F0521291)#page1.tif
source=Amalgamation into Latham Splash Canada, Inc. (F0521291)#page2.tif
source=Amalgamation into Latham Splash Canada, Inc. (F0521291)#page3.tif
source=Amalgamation into Latham Splash Canada, Inc. (F0521291)#page4.tif
source=Amalgamation into Latham Splash Canada, Inc. (F0521291)#page5.tif
source=Amalgamation into Latham Splash Canada, Inc. (F0521291)#page6.tif
source=Amalgamation into Latham Splash Canada, Inc. (F0521291)#page7.tif

AMALGAMATION AGREEMENT

Amalgamation Agreement dated December 30, 2004 among Latham Splash Canada, Inc. ("Latham Splash"), Technican Pacific Industries Inc. ("Technican"); Kafko Canada Inc. ("Kafko"), Pool Technology Distributors Inc. ("Pool") and Rockcliffe Recreational Products Inc. ("Rockcliffe").

RECITALS

- (a) Latham Splash was continued under the Act by Certificate and Articles of Continuance dated December 13, 2004.
- (b) Technican was continued under the Act by Certificate and Articles of Continuance dated December 14, 2004.
- (c) Kafko was amalgamated under the Act by Certificate and Articles of Amalgamation dated January 1, 2004.
- ~~(d) Pool was incorporated under the Act by Certificate and Articles of Incorporation dated October 21, 2002.~~
- (e) Rockcliffe was incorporated under the Act by Certificate and Articles of Incorporation dated October 25, 2002.
- (f) Latham Splash is authorized to issue an unlimited number of common shares. 1,000 common shares of Latham Splash are issued and outstanding as of the date of this Agreement and will be issued and outstanding as of the Effective Date (as defined below), in each case in favour of Latham Manufacturing Corp. as the sole registered and beneficial holder.
- (g) Technican is authorized to issue an unlimited number of Class A Special shares and an unlimited number of Common shares. 100 Common shares of Technican are issued and outstanding as of the date of this Agreement and will be issued and outstanding as of the Effective Date, in each case in favour of Latham Splash as the sole registered and beneficial holder.
- (h) Kafko is authorized to issue an unlimited number of Common shares. One (1) common share of Kafko is issued and outstanding as of the date of this Agreement and will be issued and outstanding as of the Effective Date, in each case in favour of Pool as the sole registered and beneficial holder.
- (i) Pool is authorized to issue an unlimited number of Class A Common shares, an unlimited number of Class B Common shares and an unlimited number of Class A Special shares. 11,280.85 Class A Common shares of Pool are issued and outstanding as of the date of this Agreement and will be issued and outstanding as of the Effective Date, in each case in favour of Latham Splash as the sole registered and beneficial holder.

- (j) Rockcliffe is authorized to issue an unlimited number of Common shares. 100 Common shares of Rockcliffe are issued and outstanding as of the date of this Agreement and will be issued and outstanding as of the Effective Date, in each case in favour of Technican as the sole registered and beneficial holder.
- (k) Latham Splash, Technican, Kafko, Pool and Rockcliffe have fully and completely disclosed to each other their respective assets and liabilities.
- (l) Latham Splash, Technican, Kafko, Pool and Rockcliffe have agreed to amalgamate and continue as one corporation on the terms contained in this Agreement.

In consideration of the foregoing and the mutual agreements contained in this Agreement (the receipt and adequacy of which are acknowledged), the parties agree as follows:

Section 1 Definitions.

- (1) In this Agreement:

"Act" means the *Business Corporations Act* (Ontario).

"Agreement" means this amalgamation agreement.

"Amalgamating Corporations" means Latham Splash, Technican, Kafko, Pool and Rockcliffe.

"Corporation" means the corporation continuing from the amalgamation of the Amalgamating Corporations.

"Effective Date" means the date set out on the certificate endorsed by the Director appointed under the Act on the articles of amalgamation giving effect to the amalgamation of the Amalgamating Corporations.

- (2) Unless the context otherwise requires, all terms used in this Agreement which are defined in the Act have the respective meanings given to them in the Act.

Section 2 Amalgamation.

The Amalgamating Corporations agree to amalgamate on the Effective Date under the provisions of the Act and to continue as one corporation on the terms contained in this Agreement.

Section 3 Name of Corporation.

The name of the Corporation shall be Latham Splash Canada, Inc.

Section 4 Registered Office.

The location of the registered office of the Corporation shall be 199 Bay Street, 5300 Commerce Court West, Toronto, Ontario M5L 1B9.

Section 5 Business and Powers.

There shall be no restrictions on the business that the Corporation may carry on or on the powers that the Corporation may exercise.

Section 6 Authorized Share Capital.

The classes and any maximum number of shares that the Corporation shall be authorized to issue is an unlimited number of common shares.

Section 7 Share Transfer Restrictions.

- (1) The right to transfer shares of the Corporation shall be restricted. No share shall be transferred without either the consent of: (i) the directors of the Corporation given in accordance with this paragraph; or (ii) the shareholders holding shares which carry more than 50% of the voting rights of all shares outstanding and entitled to vote at such time, given in accordance with this paragraph.
- (2) The consent of the directors of the Corporation under (1)(i) above shall be expressed by a resolution passed by the directors of the Corporation or by an instrument or instruments in writing signed by all of the directors of the Corporation. The consent of the shareholders under (1)(ii) above shall be expressed by a resolution passed by the shareholders or by an instrument or instruments in writing signed by shareholders holding more than 50% of such voting rights.

Section 8 Limitation on Number of Shareholders and Prohibition on Public Offering.

- (1) The number of shareholders of the Corporation, exclusive of persons who are in its employment and exclusive of persons who, having been formerly in the employment of the Corporation, were, while in that employment, and have continued after the termination of that employment to be, shareholders of the Corporation, is limited to not more than 50, two or more persons who are the joint registered owners of one or more shares being counted as one shareholder.
- (2) Any invitation to the public to subscribe for any securities of the Corporation is prohibited.

Section 9 Number of Directors and First Directors.

- (1) The number of directors of the Corporation shall be a minimum of one (1) and a maximum of ten (10), until changed in accordance with the Act.
- (2) Until changed by the shareholders of the Corporation, or by the directors of the Corporation if authorized by the shareholders of the Corporation, the number of directors of the Corporation shall be two (2).
- (3) The first directors of the Corporation shall be the following:

<u>Name</u>	<u>Residence Address</u>	<u>Resident Canadian</u>
Michael E. Moran	6373 SW 87 th Lane, Miami, Florida, USA 33143	No

Richard E. Clark 29 St. Edmund's Drive, Toronto,
Ontario, Canada M4N 2P7

Yes

The first directors named above shall hold office until the later of the close of the first annual meeting of shareholders of the Corporation and the date on which their successors are elected or appointed.

Section 10 By-laws.

The by-laws of the Corporation shall be the by-laws of Latham Splash. Prior to the Effective Date a copy of such by-laws may be examined at 199 Bay Street, 5300 Commerce Court West, Toronto, Ontario M5L 1B9 at any time during regular business hours.

Section 11 Conversion or Cancellation of Shares of Amalgamating Corporations.

On the Effective Date, the issued and outstanding shares in the capital of the Amalgamating Corporations shall be converted into fully paid and non-assessable shares of the Corporation or shall be cancelled without any repayment of capital in respect of such shares, as follows:

- (a) the 1,000 issued and outstanding common shares of Latham Splash shall be converted into common shares of the Corporation on the basis of one (1) common share of Latham Splash for one (1) common share of the Corporation;
- (b) the 100 issued and outstanding Common shares of Technican, all of which are at the date of this Agreement and will be at the Effective Date held by or on behalf of Latham Splash shall be cancelled without any repayment of capital in respect of such shares and shall not be converted into shares of the Corporation.
- (c) the one (1) issued and outstanding Common share of Kafko, which at the date of this Agreement and will be at the Effective Date held by or on behalf of Pool shall be cancelled without any repayment of capital in respect of such shares and shall not be converted into shares of the Corporation.
- (d) the 11,280.85 issued and outstanding Class A Common shares of Pool, all of which are at the date of this Agreement and will be at the Effective Date held by or on behalf of Latham Splash shall be cancelled without any repayment of capital in respect of such shares and shall not be converted into shares of the Corporation.
- (e) the 100 issued and outstanding Common shares of Rockcliffe, all of which are at the date of this Agreement and will be at the Effective Date held by or on behalf of Technican shall be cancelled without any repayment of capital in respect of such shares and shall not be converted into shares of the Corporation.

Section 12 Stated Capital.

The stated capital attributable to each class of shares of the Corporation issuable pursuant to Section 11 shall be the aggregate of the stated capital attributable to the shares of the Amalgamating Corporations converted into shares of the Corporation of that class.

Section 13 Replacement Share Certificates.

After the Effective Date, the shareholders of the Amalgamating Corporations shall, when requested by the Corporation, surrender for cancellation the certificates representing the shares held by them in the Amalgamating Corporations and shall be entitled to receive certificates for shares of the Corporation issuable to them pursuant to Section 11.

Section 14 Effect of Amalgamation.

Upon the Effective Date:

- (a) the Amalgamating Corporations are amalgamated and continue as the Corporation as contemplated by this Agreement;
- (b) the Corporation possesses all the property, rights, privileges and franchises and is subject to all liabilities, including civil, criminal and quasi-criminal, and all contracts, disabilities and debts of each of the Amalgamating Corporations;
- (c) a conviction against, or ruling, order or judgment in favour or against an Amalgamating Corporation may be enforced by or against the Corporation;
- (d) the articles of amalgamation are deemed to be the articles of incorporation of the Corporation and, except for the purposes of subsection 117(1) of the Act, the certificate of amalgamation is deemed to be the certificate of incorporation of the Corporation; and
- (e) the Corporation shall be deemed to be the party plaintiff or the party defendant, as the case may be, in any civil action commenced by or against an Amalgamating Corporation before the Effective Date.

Section 15 Termination.

At any time before the Effective Date, this Agreement may be terminated by the directors of an Amalgamating Corporation, notwithstanding the approval of this Agreement by the shareholders of all or any of the Amalgamating Corporations.

Section 16 Further Assurances.

Each of the Amalgamating Corporations shall execute and deliver all other documents and do all acts or things as may be necessary or desirable to give effect to this Agreement.

Section 17 Governing Law.

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

IN WITNESS WHEREOF the parties have executed this Agreement.

LATHAM SPLASH CANADA, INC.

By: Mark A. Eidemueller
Mark A. Eidemueller
Secretary

**TECHNICAN PACIFIC INDUSTRIES
INC.**

By: Mark A. Eidemueller
Mark A. Eidemueller
Secretary

KAFKO CANADA INC.

By: Mark A. Eidemueller
Mark A. Eidemueller
Secretary

**POOL TECHNOLOGY
DISTRIBUTORS INC.**

By: Mark A. Eidemueller
Mark A. Eidemueller
Secretary

**ROCKCLIFFE RECREATIONAL
PRODUCTS INC.**

By: Mark A. Eidemueller
Mark A. Eidemueller

- 7 -

Secretary
