

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Hayward Industries, Inc.		02/26/2010	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
Name:	Aqua Logic, Inc.		
Street Address:	8268 Clairemont Mesa Blvd.		
Internal Address:	Suite 302		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92111		
Entity Type:	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	2854349	AQUA LOGIC	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(858)676-1839		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	858-676-1668		
Email:	ross@rblaw.com		
Correspondent Name:	Ross G. Simmons		
Address Line 1:	11440 West Bernardo Court		
Address Line 2:	Suite 104		
Address Line 4:	San Diego, CALIFORNIA 92127		
ATTORNEY DOCKET NUMBER:	HAYWARD ASSIGNMENT		
NAME OF SUBMITTER:	Ross G. Simmons		
Signature:	/ross g. simmons/		

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**TRADEMARK**  
**REEL: 004162 FRAME: 0805**

Date:

03/08/2010

Total Attachments: 2

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## QUITCLAIM TRADEMARK ASSIGNMENT

WHEREAS, Hayward Industries, Inc., a corporation in the State of New Jersey, having a place of business at 620 Division Street, Elizabeth, New Jersey ("Assignor"), is the owner of the trademark registration set forth in the attached Schedule A (the "Registration"); and

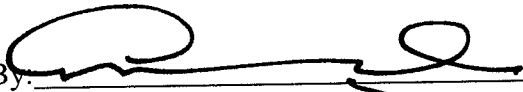
WHEREAS, Aqua Logic, Inc., a corporation in the State of California ("Assignee"), having a place of business at 8268 Clairemont Mesa Boulevard, Suite 302, San Diego, California, is desirous of acquiring whatever right, title and interest Assignor may have in and to the Registration;

NOW THEREFORE, effective as of the date below, by this document, Assignor does hereby sell, assign, and transfer to the said Assignee, its successors and assigns, the entirety of whatever right, title and interest Assignor may have in and to the Registration and any renewal thereof, including all goodwill, if any, symbolized by and associated with the business conducted under the trademark embodied in the Registration, and all income, royalties, damages and payments now or hereafter due or payable in respect thereto and in and to all causes of action, either in law or in equity, for past, present, or future infringement based on the trademark embodied in the Registration, and in and to all rights corresponding to the foregoing throughout the world; provided that Assignor specifically disclaims all representations or warranties concerning the validity or continued viability of the Registration, its ownership thereof, or any related underlying trademark rights.

Assignor agrees to execute all papers and to perform such other proper acts as said Assignee may deem necessary to secure to said Assignee or to its designee the rights herein assigned.

Dated: February ~~24~~, 2010

For Assignor HAYWARD INDUSTRIES, INC.

By:   
Print Name: Andrew Diamond  
Title: Vice President

## Schedule A

USPTO Trademark: **AQUA LOGIC**  
USPTO Reg. Number: **2854349**  
Date of Registration: **June 15, 2004**