

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	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>
Latham Manufacturing Corp.		01/22/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Latham Corporation		
<b>Street Address:</b>	787 Watervliet Shaker Road		
<b>City:</b>	Latham		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	12110		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 27</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2850013	TOTAL VINYL PRODUCTS	
Registration Number:	2807658	TVP	
Registration Number:	1071846		
Registration Number:	1296241	PACIFIC	
Registration Number:	1404795	PACIFIC	
Registration Number:	1596448	FORT WAYNE POOLS	
Registration Number:	2408045	PERFORMANCE POOL PRODUCTS	
Registration Number:	2564905	NOTHING'S AS COOL AS A POOL.	
Registration Number:	2445871	GRAPHEX	
Registration Number:	2495496	PERFORMANCE SAFETY COVER	
Registration Number:	2661136	PERFORMANCE STEPS	
Registration Number:	2444031	PERFORMANCE VINYL	
Registration Number:	2623428	FORT WAYNE POOLS INC.	
Registration Number:	2653798	PREMIER VINYL	

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**TRADEMARK**  
**REEL: 004168 FRAME: 0989**

Registration Number:	2813097	TRILLIUM
Registration Number:	3213855	PERMALIFE POOLS
Registration Number:	3325587	PERMALIFE POOLS
Registration Number:	3265657	THE POOL OF A LIFETIME
Registration Number:	2895845	FOR REAL LIFE TIMES
Registration Number:	2939818	PACIFIC POOLS
Registration Number:	3459364	FORTRESS
Registration Number:	3160768	TRU-TILE
Registration Number:	3603312	PROTEX
Registration Number:	3465898	LITEPRO
Registration Number:	3552635	IPOOL
Registration Number:	3440243	BIO-SHADE
Serial Number:	77870514	THE BEST POOLS UNDER THE SUN

#### 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:	LATP 1000576
NAME OF SUBMITTER:	Lawrence E. Apolzon
Signature:	/anca nicolescu/
Date:	03/17/2010

#### Total Attachments: 7

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## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "*Assignment*") is made effective as of January 22, 2010 (the "*Effective Date*"), by Latham International, Inc., a Delaware corporation, Latham Manufacturing Corporation, a Delaware corporation, and Kafko (U.S.) Corporation, a Delaware corporation (collectively, "*Assignors*"), and Latham Corporation, a Delaware corporation ("*Assignee*").

### RECITALS

A. In connection with that certain Asset Purchase Agreement dated as of the date hereof, by and among Assignee and Assignors, as amended (the "*Asset Purchase Agreement*"), Assignors have agreed to assign to Assignee all right, title and interest in and to the Purchased Intellectual Property, including, without limitation, the Intellectual Property listed on the attached Attachment A.

B. Assignee desires to obtain all right, title and interest in the Purchased Intellectual Property according to the terms of this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Definitions. Capitalized terms appearing in this Assignment that are not defined herein shall be defined as in the Asset Purchase Agreement.

Section 2. Assignment. Assignors hereby sell, assign and transfer to Assignee, its successors, assigns and legal representatives, the entire world-wide right, title and interest in and to the Purchased Intellectual Property, including, without limitation, all associated goodwill, all applications, divisions, reissues, reexaminations, renewals, substitutions, continuations, extensions and foreign counterparts thereof, and the right to sue for, settle or release any past, present or future infringement, misuse or misappropriation of any of the Purchased Intellectual Property.

Section 3. Assistance. From time to time, as and when requested by any Assignee, Assignors shall execute and deliver, or cause to be executed and delivered, all documents and instruments and shall take, or cause to be taken, all further or other actions as Assignee may reasonably deem necessary or desirable to consummate the transactions contemplated by this Assignment and the Asset Purchase Agreement, including, in the case of Assignors, executing and delivering to Assignee such assignments, deeds, bills of sale, consents, powers of attorney, declarations, affidavits and other instruments as Assignee or its counsel may reasonably request as necessary or desirable for such purpose. Further, at Assignee's expense, Assignors and their successors and assigns shall testify in any legal proceedings, sign all lawful papers, make all lawful oaths and generally do everything possible to vest title to the Purchased Intellectual Property in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce proper protection for the Purchased Intellectual Property.

Section 4. Counterparts. This Assignment may be executed in any number of original, facsimile or portable document format (pdf) counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.

Section 5. GOVERNING LAW. THIS ASSIGNMENT WILL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

\* \* \* \* \*

IN WITNESS WHEREOF, Assignors and Assignee have executed this Assignment as of the Effective Date.

ASSIGNEE:

LATHAM CORPORATION,  
a Delaware corporation

By:   
Mark P. Laven  
Chief Executive Officer

ASSIGNORS:

LATHAM INTERNATIONAL, INC.,  
a Delaware corporation

By:   
Mark P. Laven  
Chief Executive Officer

LATHAM MANUFACTURING CORP.,  
a Delaware corporation

By:   
Mark P. Laven  
Chief Executive Officer

KAFKO (U.S.) CORP.,  
a Delaware corporation

By:   
Mark P. Laven  
Chief Executive Officer

**Attachment A**

<b>PATENTS</b>			
<b>Title</b>	<b>Owner</b>	<b>Patent Number</b>	<b>Date of Patent</b>
ADJUSTABLE FOOTING ASSEMBLY FOR POOL STEPS	Latham International, Inc.	12/021,033	Filed January 28, 2008
AUTOMATIC POOL COVER BOX	Latham International, Inc.	6,324,706	December 4, 2001
AUTOMATIC POOL COVER BOX EQUIPMENT MOUNTING ASSEMBLY	Latham International, Inc.	6,769,141	August 3, 2004
AUTOMATIC POOL COVER BOX LID SUPPORT BRACKET ASSEMBY	Latham International, Inc.	6,886,188	May 3, 2005
AUTOMATIC POOL COVER SAFETY SYSTEM	Latham International, Inc.	6,384,726	May 7, 2009
CONCRETE ACCEPTING WALL STRUCTURE WITH ADJUSTABLE CURVATURE	Latham International, Inc.	7,146,773	December 12, 2006
DUAL PURPOSE BEADING FOR SWIMMING POOL LINERS	Latham International, Inc.	6,671,895	January 6, 2004
END CAP COPING FOR A SWIMMING POOL	Latham International, Inc.	6,393,632	May 28, 2002
END CAP COPING FOR SWIMMING POOL	Latham International, Inc.	D444242	June 26, 2001
EXTRUDED COPING FOR A SWIMMING POOL	Latham International, Inc.	5,680,730	October 28, 1997
FIBER OPTICS COUPLER FOR A SWIMMING POOL COPING	Latham International, Inc.	5,887,295	March 30, 1999
LEADING EDGE BAR FOR AN AUTOMATIC POOL COVER ASSEMBLY IN A SWIMMING POOL	Latham International, Inc.	6,418,572	July 16, 2002
MODULAR STEP SYSTEM AND METHOD FOR MANUFACTURE	Latham International, Inc.	5,400,556	March 28, 1995
MODULAR STEP SYSTEM FOR POOLS	Latham International, Inc.	2,587,654 (Canada)	Filed Nov 18, 2005
MODULAR STEP SYSTEM FOR POOLS	Latham International, Inc.	7,150,129	December 19, 2006
POOL	Latham International, Inc.	D394907	June 2, 1998
POOL LINER RETAINER WITH CAP	Latham International, Inc.	6,457,189	October 1, 2002
POOL STEP	Latham International, Inc.	D485914	January 27, 2004
SEAL BEAD	Latham International, Inc.	D512515	December 6, 2005
STEP SUPPORT BRACE FOR A SWIMMING	Latham International, Inc.	5,941,030	August 24, 1999

SWIMMING POOL COPING HAVING A FACIA WITH A COMPOUND CURVATURE	Latham International, Inc.	D397231	August 18, 1998
SWIMMING POOL LINER	Latham International, Inc.	D420143	February 1, 2000
TIE DOWN ASSEMBLY FOR POOL COVERS AND POOL COVER INCORPORATING SAME	Latham International, Inc.	6,928,671	August 16, 2005
VENTED AUTOMATIC COVER FOR A SWIMMING POOL	Latham International, Inc.	6,519,788	February 18, 2003
POOL COPING AND POOL COPING TRACK	Latham Manufacturing Corp.	962706 (France)	October 4, 1996
POOL SKIMMER MOUNT	Latham Manufacturing Corp.	2,021,267 (Canada)	February 25, 1997

TRADEMARKS			
Mark	Owner	Serial Number	Registration Date
TOTAL VINYL PRODUCTS	Kafko (U.S.) Corp.	2,850,013	June 8, 2004
TVP (Stylized)	Kafko (U.S.) Corp.	2,807,658	January 27, 2004
AQUAFLEX	Kafko (U.S.) Corp.	3,081,968	April 18, 2006
Miscellaneous (The Pacific Wave) Design	Latham Manufacturing Corp.	1,071,846	August 23, 1977
KAFKO	Latham Manufacturing Corp.	1,142,567	December 9, 1980
PONDEX	Latham Manufacturing Corp.	1,133,677	April 22, 1980
KAFKO and Design	Latham Manufacturing Corp.	1,166,526	August 25, 1981
SUPER-SKIM	Latham Manufacturing Corp.	1,238,929	May 17, 1983
SUPER-SKIM and Design	Latham Manufacturing Corp.	1,253,320	October 4, 1983
PACIFIC	Latham Manufacturing Corp.	1,296,241	September 18, 1984
PACIFIC	Latham Manufacturing Corp.	1,404,795	August 12, 1986
RIVET-LOCK and Design (Allow to Lapse)	Latham Manufacturing Corp.	1,572,873	December 26, 1989
FORT WAYNE POOLS and Design	Latham Manufacturing Corp.	1,596,448	May 15, 1990
ONYX and Design (Allow to Lapse)	Latham Manufacturing Corp.	1,588,929	March 27, 1990
PERFORMANCE POOL PRODUCTS	Latham Manufacturing Corp.	2,408,045	November 28, 2000
NOTHING'S AS COOL AS A POOL.	Latham Manufacturing Corp.	2,564,905	April 30, 2002
GRAPHEX	Latham Manufacturing Corp.	2,445,871	April 24, 2001
PERFORMANCE SAFETY COVER	Latham Manufacturing Corp.	2,495,496	October 9, 2001
PERFORMANCE STEPS	Latham Manufacturing Corp.	2,661,136	December 17, 2002
PERFORMANCE VINYL	Latham Manufacturing Corp.	2,444,031	April 17, 2001

Attachment to Intellectual Property Assignment

**TRADEMARK**  
**REEL: 004168 FRAME: 0995**

FORT WAYNE POOLS INC. and Design	Latham Manufacturing Corp.	2,623,428	September 24, 2002
PREMIER VINYL	Latham Manufacturing Corp.	2,653,798	November 26, 2002
TRILLIUM	Latham Manufacturing Corp.	2,813,097	February 10, 2004
PERMALIFE POOLS	Latham Manufacturing Corp.	3,213,855	February 27, 2007
PERMALIFE POOLS and Design	Latham Manufacturing Corp.	3,325,587	October 30, 2007
THE POOL OF A LIFETIME	Latham Manufacturing Corp.	3,265,657	July 17, 2007
FOR REAL LIFE TIMES	Latham Manufacturing Corp.	2,895,845	October 19, 2004
PACIFIC POOLS and Design	Latham Manufacturing Corp.	2,939,818	April 12, 2005
FORTRESS	Latham Manufacturing Corp.	3,459,364	July 1, 2008
TRU-TILE	Latham Manufacturing Corp.	3,160,768	October 17, 2006
ProTex	Latham Manufacturing Corp.	3,603,312	April 7, 2009
LitePro	Latham Manufacturing Corp.	3,465,898	July 15, 2008
iPool	Latham Manufacturing Corp.	3,552,635	December 30, 2008
Bio-Shade	Latham Manufacturing Corp.	3,440,243	June 3, 2008
THE BEST POOLS UNDER THE SUN	Latham Manufacturing Corp.	77/870,514	(pending Intent-to-Use application)
TOTAL VINYL PRODUCTS	Kafko (U.S.) Corp.	TMA592297 (Canada)	May 21, 2003
TVP (Stylized)	Kafko (U.S.) Corp.	TMA574406 (Canada)	January 27, 2003
AQUAFLEX	Kafko (U.S.) Corp.	TMA672530 (Canada)	September 12, 2006
PACIFIC POOLS	Latham Manufacturing Corp.	TMA205024 (Canada)	January 31, 1975
ProTex	Latham Manufacturing Corp.	TMA754643 (Canada)	December 4, 2009
LitePro	Latham Manufacturing Corp.	TMA740515 (Canada)	May 21, 2009
iPool	Latham Manufacturing Corp.	1,379,289 (Canada)	(proposed use application)
Bio-Shade	Latham Manufacturing Corp.	1,435,645	(application)

COPYRIGHTS		
Title	Owner	Registration Number
Victoria	Latham Manufacturing Corp.	VA0001659866
Classical Glass	Latham Manufacturing Corp.	VAu000980485
Integrity Collection	Latham Manufacturing Corp.	VA0001659849

Attachment to Intellectual Property Assignment

**TRADEMARK**  
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Kafko Collection	Latham Manufacturing Corp.	VA0001659855
McEwen Collection.	Latham Manufacturing Corp.	VA0001659868
Performance I Collection	Latham Manufacturing Corp.	VA0001659860
Performance III Collection	Latham Manufacturing Corp.	VA0001635651
Premier Collection	Latham Manufacturing Corp.	VA0001659862
Santiago	Latham Manufacturing Corp.	VA0001659858
Feet first logo / by Fort Wayne Pools, Inc.	Latham Manufacturing Corp.	VA0001403113
Asian petals border	Latham Manufacturing Corp.	VA0000728988
Ebb tide	Latham Manufacturing Corp.	VA0000643396
Mojave	Latham Manufacturing Corp.	VA0000483616
Mystic seas bottom	Latham Manufacturing Corp.	VA0000728987
Southwind	Latham Manufacturing Corp.	VA0000483615
Water lily	Latham Manufacturing Corp.	VA0000643397
Pacific Collection	Latham Manufacturing Corp.	VAu001002670
DaVinci Collection	Latham Manufacturing Corp.	VAu001002669

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