

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
Blue Hawaiian Products, Inc.		10/21/2010	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Viking Pools, LLC		
Street Address:	176 Viking Drive		
City:	Jane Lew		
State/Country:	WEST VIRGINIA		
Postal Code:	26378		
Entity Type:	LIMITED LIABILITY COMPANY: WEST VIRGINIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2828111	THE BEST OF THE BEST ...	
Registration Number:	2502097	BLUE HAWAIIAN FIBERGLASS POOLS	
CORRESPONDENCE DATA			
Fax Number:	(212)735-8708		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212 735-8600		
Email:	rmason@morrisoncohen.com		
Correspondent Name:	Randi Mason, Esq.		
Address Line 1:	909 Third Avenue, 27th Floor		
Address Line 2:	Morrison Cohen LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	021872-0003(RMASON)		
NAME OF SUBMITTER:	Randi Mason		
Signature:	/RANDI MASON/		

900174627

TRADEMARK
REEL: 004301 FRAME: 0627

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Date:

10/21/2010

Total Attachments: 5

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EXECUTION VERSION

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of October 21, 2010, is made by BLUE HAWAIIAN PRODUCTS, INC., a Florida corporation, having its principal place of business at 2055 Blue Hawaiian Drive, Largo, Florida 33771 ("Assignor"), in favor of VIKING POOLS, LLC, a West Virginia limited liability company, having a place of business at 176 Viking Drive, Jane Lew, West Virginia 26378 (the "Assignee").

WHEREAS, Assignor is the sole and exclusive owner of all right, title, and interest in and to the trademarks, service marks, slogans, trade names and the like listed on the attached Schedule A, all applications and registrations pertaining thereto, all common law rights associated therewith, together with all goodwill arising from use of and symbolized by said trademarks, and all goodwill associated with the foregoing throughout the world (collectively, the "Marks");

WHEREAS, Assignor desires to assign and convey to Assignee all of Assignor's right, title and interest in, to and under the Marks; and

WHEREAS, the assignments effected hereby are in connection with the transactions contemplated by the Asset Purchase Agreement, dated the date hereof (the "Purchase Agreement"), by and among Assignor, Roger Erdelac and Assignee, pursuant to which Assignee will acquire substantially all of the assets of Assignor.

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

1. Assignment. Assignor hereby irrevocably assigns to Assignee, and its successors and assigns, all of its right, title and interest in and to the Marks throughout the world, including, without limitation, all trademark applications and registrations therefor, and any renewals thereof, any common law rights to such Marks, all goodwill of the business symbolized by the Marks, and the right to sue and to collect all damages and payments for claims of past, present, and future infringement or misappropriation thereof.

2. Recording of Assignment. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, or with respect to any foreign trademarks or service marks or applications or registrations for such marks the foreign equivalent as the case may be, to record Assignee as owner of the aforementioned Marks and to issue any and all registrations, including, without limitation, renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

3. Miscellaneous.

(a) Waiver and Amendment. The terms and provisions of this Assignment may be waived at any time by the party that is entitled to the benefit thereof, but only by a written instrument executed by the party waiving compliance. This Assignment may be amended or supplemented at any time by a written instrument signed by the parties hereto or their respective successors in interest.

(b) Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when hand delivered or when mailed by certified or registered mail, postage prepaid, return receipt requested, or when sent by reputable

overnight courier, to Seller and Stockholder at their respective addresses first set forth above, and to Buyer at c/o Latham Pool Products, Inc., 787 Watervliet Shaker Road, Latham, NY 12110, or in each case at such other addresses as may be specified by like notice. All notices properly sent shall be deemed given when sent.

(c) Entire Agreement. This Assignment, together with the schedules hereto and the Purchase Agreement, constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and supersedes and is in full substitution for any and all prior agreements and understandings between them relating to such transactions.

(d) Further Assurances. If at any time further action is reasonably necessary or desirable to carry out the purposes of this Agreement, then promptly upon the request of the other party, Assignor or Assignee, as the case may be, shall take such action (including, without limitation, the execution of additional documents and instruments).

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(f) Headings. The headings in this Agreement and in the schedules annexed hereto are inserted for convenience only and shall not control or affect the meaning of any of the provisions hereof.

(g) Assignment. Assignor shall not be permitted to transfer or assign this Assignment or any of its rights, duties or obligations hereunder, except with the prior written consent of Assignee.

(h) Severability. If any covenant contained in this Assignment is deemed to be unenforceable in whole or in part for any reason including, but not limited to, by reason of being too broad, or covering too long a period of time, then the same shall be deemed to apply only to the extent allowed by law including, but not limited to, the maximum coverage, or longest period of time, as the case may be, as will not render it unenforceable.

(i) Attorneys' Fees. In any action or proceeding brought by any party to this Assignment to enforce its rights under this Assignment, the prevailing party in such litigation, provided such litigation is resolved by judgment and not by settlement, shall be entitled to its reasonable attorneys' fees, disbursements, costs and expenses incurred in enforcing such rights.

(j) Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Signature pages transmitted by facsimile or other electronic means shall be deemed to be originals thereof.

(k) Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties named herein and their respective permitted successors and assigns.

Signature Page Follows

TRADEMARK
REEL: 004301 FRAME: 0631

ASSIGNEE:

VIKING POOLS, LLC

By: Mark P Laven
Name: MARK P LAVEN
Title: CEO

Signature Page to Trademark Assignment

Schedule A

United States Registered Trademarks

<u>Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>First Use Date</u>
THE BEST OF THE BEST ...	78254664	2828111	12/31/1991
BLUE HAWAIIAN FIBERGLASS POOLS	76194463	2502097	07/27/2000