

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Assignment		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hanley-Wood, LLC		11/02/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HW Int'l Pool/Spa/Patio Expo, LLC		
<b>Street Address:</b>	c/o Hanley-Wood, LLC, One Thomas Circle, N.W.		
<b>Internal Address:</b>	Suite 600		
<b>City:</b>	Washington		
<b>State/Country:</b>	DISTRICT OF COLUMBIA		
<b>Postal Code:</b>	20005-5811		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3286035	INTERNATIONAL POOL & SPA EXPO	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(213)430-6407		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(213) 430-8308		
Email:	sgordon@omm.com		
Correspondent Name:	Shari L. Gordon		
Address Line 1:	400 S. Hope Street		
Address Line 2:	18th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071-2899		
ATTORNEY DOCKET NUMBER:	415,224-506		
NAME OF SUBMITTER:	Shari L. Gordon		
Signature:	/Shari L. Gordon/		

CH \$40.00 3286035

Date:

12/07/2010

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (the “**Trademark Assignment**”) is made and entered into this 2nd day of November 2010 (the “**Effective Date**”) among HW Int’l Pool/Spa/Patio Expo, LLC, a Delaware limited liability company (“**Assignee**”) and Hanley-Wood, LLC, a Delaware limited liability company, the “**Assignor**”).

WHEREAS, this Trademark Assignment is being entered into to evidence the transactions contemplated by the Contribution Agreement, dated as of the date hereof, by and among the parties hereto (as amended, modified, supplemented or restated from time to time, the “**Contribution Agreement**”), and

WHEREAS, Assignor desires to contribute, transfer, assign and otherwise convey to Assignee, and Assignee desires to accept from Assignor, the trademark, and any and all registrations and use-based applications for registration pertaining thereto, listed in the attached Schedule A, together with the any modifications or improvements thereto and goodwill of any business connected to and symbolized by such trademark, as a contribution to Assignee’s capital (collectively, the “**Trademark**”),

### **NOW, THEREFORE,**

1. All capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Contribution Agreement.
2. Pursuant and subject to the Contribution Agreement, Assignor hereby contributes, transfers, assigns and otherwise conveys to Assignee, its successors and assigns, on an exclusive basis and forever all of its right, title and interest in and to the Trademark.
3. Assignor agrees to execute and deliver to Assignee such instruments of transfer and other instruments as may reasonably be requested by, and prepared and provided by, Assignee in order to confirm the contribution, transfer, assignment and conveyance contemplated by this Trademark Assignment.
4. This Trademark Assignment is subject to all the terms and conditions of the Contribution Agreement. No provision of this Trademark Assignment shall be deemed to enlarge, alter or amend the terms or provisions of the Contribution Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Contribution Agreement, the terms and conditions of the Contribution Agreement shall control.

\* \* \* \*

IN WITNESS WHEREOF, the parties hereto have duly executed this  
Trademark Assignment the day and year first above written.

**ASSIGNEE:**

**HW INT'L POOL/SPA/PATIO EXPO, LLC**

By: \_\_\_\_\_

Name: *Michael Bender*

Title: *Assistant Secretary*

**ASSIGNOR:**

**HANLEY-WOOD, LLC**

By: \_\_\_\_\_

Name: *Matthew Flynn*

Title: *CFO*

Schedule A

<u>Trademark Name</u>	<u>Trademark Registration Number</u>	<u>Registration Date</u>
International Pool & Spa Expo	3286035	August 28, 2007