

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
CUPERTINO INSTRUMENTS LIMITED		07/19/2011	CORPORATION: HONG KONG
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SMARTPOOL, INCORPORATED		
<b>Street Address:</b>	687 Prospect Street		
<b>City:</b>	Lakewood		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08071		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85033865	EZ CLEAN	
<b>Serial Number:</b>	85127777	Z LIGHT	
<b>Serial Number:</b>	85033869	EZ FUN	
<b>Serial Number:</b>	85130803	EZ CLEAN	
<b>Serial Number:</b>	85264122	EZ HFLO	
<b>Serial Number:</b>	85264125	EZ HFLO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(000)000-0000		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Email:</b>	waheedan@jariwalla.com		
<b>Correspondent Name:</b>	Waheedan Jariwalla		
<b>Address Line 1:</b>	29 Carlton Crescent		
<b>Address Line 4:</b>	Southampton, UNITED KINGDOM SO15 2EW		
<b>NAME OF SUBMITTER:</b>	Waheedan Jariwalla		

**OP \$165.00 85033865**

Signature:	/wj/
Date:	08/08/2011
Total Attachments: 7 source=Assign-CIL-SP-Signed-1#page1.tif source=Assign-CIL-SP-Signed-1#page2.tif source=Assign-CIL-SP-Signed-1#page3.tif source=Assign-CIL-SP-Signed-1#page4.tif source=Assign-CIL-SP-Signed-1#page5.tif source=Assign-CIL-SP-Signed-1#page6.tif source=Assign-CIL-SP-Signed-1#page7.tif	

**THIS ASSIGNMENT** is made on the 19th day of July  
Two Thousand and Eleven

**BETWEEN**

- (1) **CUPERTINO INSTRUMENTS LIMITED** with its registered office situate at Unit A, 8th Floor, Hing Win Industrial Building, No.110 How Ming Street, Kwun Tong, Hong Kong (the “Assignor”); and
- (2) **SMARTPOOL, INCORPORATED** with its registered office situate at 687 Prospect Street, Lakewood, New Jersey 08071 (the “Assignee”)

**WHEREAS:-**

- (A) The Assignor is the applicant and owner of and entitled to the entire rights titles interests and all the priority rights of and in the fifty-one (51) trademarks as defined in SCHEDULE A (hereinafter called “the Trademarks”) and as described and/or claimed in any and all applications for registration of trademarks based thereon reissues thereof as well as all foreign counterparts thereof together with all Certificate of Registration issuing on any of the aforesaid applications for Certificate of Registration.
- (B) The Assignor has agreed with the Assignee for the assignment and transfer to the Assignee in and for all languages (including but not limited to computer and human languages whether now existing or subsequently developed) all of the Assignor’s rights titles and interests of and in under Agreement, copyright, trademark, trade secret, trade name, service mark, service name, patent, and all other intellectual property or industrial property laws or rights of any type or nature concerning the Trademarks as aforesaid.
- (C) The foregoing Assignment of all the rights titles interests of and in the Trademarks by the Assignor to the Assignee include the priority right of and in the trademarks registration application and the priority right derived and transferred therefrom and also inclusive without reservation of any rights titles interests uses in any markets throughout the world whether now existing or subsequently arising.

**NOW THIS DEED WITNESSETH that:-**

1. In consideration of the payment to the Assignor by the Assignee of HONG KONG DOLLAR TEN ONLY (HK\$10.00) (the receipt whereof the Assignor hereby acknowledged) the Assignor **HEREBY ASSIGNS AND TRANSFERS** the Trademarks as described and/or claimed in any and all applications for Certificate of Registration based thereon including divisions continuations and reissues thereof as well as all foreign counterparts thereof together with all Certificate of Registration issuing on any of the aforesaid applications for Certificate of Registration unto the Assignee all its rights titles

interests of and in the Trademarks TO HOLD the same unto the Assignee its successors and assigns absolutely during the residue of the term of years for which the Trademarks are individually registered and during any extensions of the said term.

2. The transfer of the Trademarks to the Assignee in and for all languages (including but not limited to computer and human languages whether now existing or subsequently developed) all of the Assignor's rights titles and interests of and in under Agreement, copyright, trademark, trade secret, trade name, service mark, service name, patent, and all other intellectual property or industrial property laws or rights of any type or nature concerning the Trademarks as aforesaid and all the rights titles interests of and in the Trademarks by the Assignor to the Assignee include the priority right of and in the Trademarks application and the priority right derived and transferred therefrom and also inclusive without reservation of any rights titles interests uses in any markets throughout the world whether now existing or subsequently arising.
3. Upon the request of the Assignee the Assignor within reasonable time will provide further records documents drawing and other documentation to assist the Assignee to complete the execution of trademarks application to individual trademarks office as directed by the Assignee.
4. The Assignor shall at the request of the Assignee perform any act or execute any document or otherwise take whatever action is necessary for the purpose of completing the assignment of the Trademarks and the registration of the Trademarks in the name of the Assignee.
5. The Assignor represents and warrants to the Assignee that: (i) the Trademarks assigned hereunder is either the Assignor's property or the Assignor has the power and authority to assign its Intellectual Property Rights to the Assignee in accordance with this Assignment; (ii) the Assignor has no knowledge of any intellectual property infringement claims, lawsuits, or demands arising under or in connection with the Trademarks by any third party; (iii) the Assignor has the right authority and power to enter into this Assignment; (iv) no third party consents assignments or licenses are necessary to perform under this Assignment; and (v) the Assignor has no obligations to any third party (whether by law or by contract) that could in any way prohibit the Assignor from assigning the intellectual property rights concerning the Trademarks to the Assignee. The Assignor agrees to notify the Assignee immediately in writing if any facts and/or circumstances arise that would make any misrepresentations in this Assignment.
6. The Assignee shall pay for all costs and disbursements of and incidental to this Assignment.
7. This Assignment shall be governed by the laws of the Hong Kong Special Administrative Region ("**Hong Kong**") and the parties hereto agree to submit to the non-exclusive jurisdiction of the Hong Kong Courts.

IN WITNESS whereof the parties have hereunto caused the Assignment to be duly executed the day and year first above written.

SEALED by Wing-kin Hui,  
the person duly authorized by the Board  
of Directors in the presence of:-

*Miranda Chung*  
Miranda Chung

For and on behalf of  
**CUPERTINO INSTRUMENTS LIMITED**  
吉柏帝勞儀器有限公司  
*[Signature]*  
Authorized Signature(s)

SEALED by Lewis Dubrofsky,  
the person duly authorized by the Board  
of Directors in the presence of:

*[Signature]*  
William Baker

**SMARTPOOL, INCORPORATED**

By: *[Signature]*  
Lewis Dubrofsky  
Chief Operating Officer

RECEIVED on the day and year first  
above written of and from the Assignee  
the sum of HONG KONG DOLLAR  
ONE ONLY Hong Kong Currency  
being the consideration money above  
expressed to be paid by the Assignee to the  
Assignor and on behalf of

HK\$10.00










**CUPERTINO INSTRUMENTS LIMITED**  
吉柏帝勞儀器有限公司

*[Signature]*  
Authorized Signature(s)  
Cupertino Instruments Limited

SCHEDULE A

---




LIST OF TRADEMARKS

Item	Trademark	Classes	Trademark Office	Application number
1	 zchlor	1, 7, 11	APAU	Not available
2	 zchlor	1, 7, 11	OHIM	008949273
3	 zchlor	1	CNTM	8218612
4	 zchlor	7	CNTM	8218611
5	 zchlor	11	CNTM	8218610
6	 zclean	1, 7, 11	APAU	Not available
7	 zclean	1, 7, 11	OHIM	008949562
8	 zclean	1	CNTM	8218609
9	 zclean	7	CNTM	8218608

Item	Trademark	Classes	Trademark Office	Application number
10	 zclean	11	CNTM	8218607
11	 zclean	1, 7, 11	USPTO	85/033865
12	 zlight	7	IPAU	Not available
13	 zlight	1, 7, 11	OHIM	008949463
14	 zlight	7	CNTM	8648729
15	 zlight	7	USPTO	85/127777
16	 zfun	9, 20, 28	IPAU	Not available
17	 zfun	9	CNTM	8648728
18	 zfun	20	CNTM	8648727
19	 zfun	28	CNTM	8648726

Item	Trademark	Classes	Trademark Office	Application number
20		9, 20, 28	OHIM	008949621
21		9, 20, 28	USPTO	85/033869
22	EZ Chlor	1, 7, 11	IPAU	Not available
23	EZ Chlor	1	CNTM	8648722
24	EZ Chlor	7	CNTM	8648721
25	EZ Chlor	11	CNTM	8648720
26	EZ Chlor	1, 7, 11	OHIM	008985921
27	EZ Clean	1, 7, 11	IPAU	Not available
28	EZ Clean	1	CNTM	8648724
29	EZ Clean	7	CNTM	8648723
30	EZ Clean	11	CNTM	8648725
31	EZ Clean	1, 7, 11	OHIM	008985947
32	EZ Clean	1, 7, 11	USPTO	85/130803
33	EZ Light	11	IPAU	Not available
34	EZ Light	11	OHIM	009008707
35	EZ Fun	9, 20, 28	IPAU	Not available
36	EZ Fun	9	CNTM	8738694
37	EZ Fun	20	CNTM	8739009
38	EZ Fun	28	CNTM	8739006
39	EZ Fun	9, 20, 28	OHIM	009010786
40		6	IPAU	Not available
41		6	CNTM	9180258
42		6	OHIM	009511304



Item	Trademark	Classes	Trademark Office	Application number
43		6	USPTO	Not available
44	Ez Hflo	6	IPAU	Not available
45	Ez Hflo	6	CNTM	9177235
46	Ez Hflo	6	OHIM	009511353
47	Ez Hflo	6	USPTO	Not available
48		1, 7, 11, 37	IPAU	Not available
49		1, 7, 11, 37	OHIM	Not available
50	Ez Care	1, 7, 11, 37	IPAU	Not available
51	Ez Care	1, 7, 11, 37	OHIM	Not available

Note:

OHIM – Office for Harmonization in the Internal Market

IPAU – IP Australia

CNTM – Trademark Office of the State Administration for Industry and Commerce of the People’s Republic of China

USPTO – United States Patent and Trademark Office