

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trilogy Pools, LLC		10/11/2011	LIMITED LIABILITY COMPANY: DELAWARE
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: 13			
Property Type	Number	Word Mark	
Registration Number:	2680471	LESS UPKEEP THAN THE GRASS YOU'LL REPLACE	
Registration Number:	2867503	TRILOGY	
Registration Number:	2863408	TRILOGY POOLS	
Registration Number:	2968423	SOLID SURFACE SPAS	
Registration Number:	2968424	SOLID SURFACE POOLS	
Registration Number:	3248287	TRILOGY INNOVATION. STYLE. FREEDOM.	
Registration Number:	3248288	INNOVATION. STYLE. FREEDOM.	
Registration Number:	3176482	WATER FEATURES YOU CAN SWIM IN	
Registration Number:	3522573	FUSION	
Registration Number:	3584620	TRILOGY COMPOSITES	
Registration Number:	3589222	FUSION	
Registration Number:	3659414	TRILOGY SPAS	
Registration Number:	3662041	TRILOGY COMPOSITES	

CH \$340.00 2680471

900204392

TRADEMARK
 REEL: 004640 FRAME: 0046

CORRESPONDENCE DATA

Fax Number: (212)735-8708
Phone: (212) 735-8600
Email: mfriedman@morrisoncohen.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Matthew B. Friedman
Address Line 1: 909 Third Avenue, 27th Floor
Address Line 2: c/o Morrison Cohen LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	021872-0004(MFRIEDMAN)
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NAME OF SUBMITTER:	Matthew B. Friedman
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Signature:	/s/MATTHEW B. FRIEDMAN
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Date:	10/12/2011
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Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of October 11, 2011, is made by TRILOGY POOLS, LLC, a Delaware limited liability company, having an address at 2425 Audubon Lane, Hampton Cove, Alabama 35763 ("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 ("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 as of the date hereof, by and among Assignor, The RTR Group, Inc., a Tennessee corporation having an address at 2425 Audubon Lane, Hampton Cove, Alabama 35763, Swimmers Capital Corp., a Nevada corporation having its principal place of business at 6690 Beta Drive, Suite 300, Mayfield Village, Ohio 44143, Theodore Francis Baudendistel, an individual with an address at 2425 Audubon Lane, Hampton Cove, Alabama 35763, Richard Earle Black, Jr., an individual with an address at 51 Curtis Road, Fayetteville, Tennessee 37334 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 Assignor's 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 Assignor at its addresses first set forth above, with a copy to Swimmers Capital Corp., Mt. Vernon Square, 6690 Beta Drive, Suite 300, Mayfield Village, OH 44143, Attn: Michael T. Sprenger, and to Assignee 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 Delaware, without regard to conflicts of law principles.

(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

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be duly executed as of the date first above written.

ASSIGNOR:

TRILOGY POOLS, LLC

By: Ted Bandendistel
Name: Ted Bandendistel
Title: President

STATE OF Alabama)
) ss:
COUNTY OF Madison)

On this 11th day of October, 2011, before me the undersigned, a Notary Public for the State of Alabama, personally appeared Ted Bandendistel, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.


Witness my hand and official seal.

Sumner M. Wright
Signature of Notary

Signature Page to Trademark Assignment

ASSIGNEE:

VIKING POOLS, LLC

By: 
Name: Mark P. Lauen
Title: President & 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>
LESS UPKEEP THAN THE GRASS YOU'LL REPLACE	76-364,910	2,680,471	2-15-2001
TRILOGY	76-463,327	2,867,503	4-14-2004
TRILOGY POOLS	76-463,099	2,863,408	10-31-2003
SOLID SURFACE SPAS	78-255,692	2,968,423	11-17-2004
SOLID SURFACE POOLS	78-255,694	2,968,424	11-17-2004
TRILOGY INNOVATION. STYLE. FREEDOM.	78-548-942	3,248,287	1-31-2005
INNOVATION. STYLE. FREEDOM.	78-548,945	3,248,288	1-31-2005
WATER FEATURES YOU CAN SWIM IN	78-703,987	3,176,482	8-19-2005
FUSION	78-811,488	3,522,573	2-28-2005
TRILOGY COMPOSITES	78-548,949	3,584,620	9-9-2008
FUSION	78-977,862	3,589,222	2-28-2005
TRILOGY SPAS	78-788,596	3,659,414	3-7-2009
TRILOGY COMPOSITES	78-788,593	3,662,041	5-27-2009