

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
	ThermoSpas, Inc.		05/29/2010	CORPORATION: CONNECTICUT
	THERMOSPAS, INC.		05/29/2012	CORPORATION: CONNECTICUT
RECEIVING PARTY DATA				
Name:	NTS ACQUISITION CORP.			
Street Address:	155 East Street			
City:	Wallingford			
State/Country:	CONNECTICUT			
Postal Code:	06492			
Entity Type:	CORPORATION: DELAWARE			
PROPERTY NUMBERS Total: 7				
	Property Type	Number	Word Mark	
	Registration Number:	3816547	THERMOSPAS	
	Registration Number:	3750292	THERMO COOL	
	Serial Number:	78937686	ENDUROWOOD	
	Registration Number:	3269414	TOTAL CONTROL THERAPY	
	Registration Number:	2955833	THE HEALING SPA	
	Serial Number:	76132831	THERMOSPAS	
	Serial Number:	76499367	THERMOEASE	
CORRESPONDENCE DATA				
Fax Number:	6173474745			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Phone:	860275-0294			
Email:	rdharris@daypitney.com, edugan@daypitney.com, edugan@daypitney.com, trademark@daypitney.com, epiepmeier@daypitney.com			

CH \$190.00 3816547

Correspondent Name: Richard D. Harris, Day Pitney LLP
Address Line 1: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 145475-000030-EAD

NAME OF SUBMITTER: Richard D. Harris

Signature: /s/Richard D. Harris/090906202012/

Date: 06/21/2012

Total Attachments: 8
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**CONFIRMATION OF
ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS**

THIS CONFIRMATION OF ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS (this "Confirmation of Assignment") is executed and delivered to NTS Acquisition Corp., a Delaware corporation (the "Assignee") as of May 29th, 2012, by ThermoSpas, Inc., a Connecticut corporation (the "Assignor"). Capitalized terms used and not defined herein shall have the meanings ascribed thereto in that certain Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of March 19th, 2012, by and between the Assignee and the Assignor, as amended by the Modification and Supplement Agreement, dated as of May 3rd, 2012, and that Second Modification and Supplement Agreement, dated as of May 29th, 2012, by and between the Assignee and the Assignor.

RECITALS

A. Pursuant to the Asset Purchase Agreement, the Assignor agreed to sell, convey, assign, transfer and deliver to the Buyer and the Buyer agreed to purchase and acquire from the Assignor, free and clear of all liens, all the Assignor's right, title and interest in and to certain assets of the Assignor used in the conduct of the business, including, without limitation, the Intellectual Property; and

B. The Assignor desires to transfer and assign to the Assignee, and the Assignee desires to accept the transfer and assignment of, the Intellectual Property, including, without limitation, the patents, patent applications and registered trademarks identified on Schedule A attached hereto (all of the foregoing being referred to herein as the "Assigned Intellectual Property Assets").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby assign to the Assignee the Assigned Intellectual Property Assets together with all of the Assignor's right to sue and recover for past, present, and future infringements of the Assigned Intellectual Property Assets (collectively, the "Assigned Property"), free and clear of all liens, the same to have and to hold by the Assignee as fully and entirely as the same would have been held by the Assignor had this assignment not been made.

The Assignor hereby agrees to execute such further documents and to perform such further lawful acts as may reasonably be requested by the Assignee to effect the assignments set forth above and to that end the Assignor will execute all documents for use in applying for and obtaining any patent, trademark and copyright relating to the Assigned Property and other rights and protections and enforcing the same, as the Assignee may reasonably request, together with any assignments thereof to the Assignee or persons designated by it. Further, Assignor, as registrant of certain internet domains used in the Business, shall take all necessary steps to instruct the registrars of said internet domains to transfer the registrations, as well as any and all logon credentials of the internet domains, to Assignee. In the event the Assignee is unable, after reasonable effort, to secure the Assignor's signature on any document or documents needed to apply for or prosecute any patent, trademark, copyright, or other right or protection relating to any Assigned Property, including the internet domains, for any reason whatsoever, the Assignor

hereby irrevocably designates and appoints the Assignee and its duly authorized officers and agents as the Assignor's agent and attorney-in-fact to act for and on the Assignor's behalf to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution of any patents, trademarks, copyrights, internet domains, or similar protections relating to the Assigned Property thereon with the same legal force and effect as if executed by the Assignor.

The representations and warranties of Assignor applicable to the Assigned Property, together with all limitations, restrictions, disclaimers and other provisions thereof, are contained in the Asset Purchase Agreement, and are incorporated by reference herein. THIS ASSIGNMENT OF THE ASSIGNED INTELLECTUAL PROPERTY ASSETS DOES NOT, NOR SHALL IT BE DEEMED TO SUPERSEDE, SUPPLANT, EXTINGUISH, MERGE OR EXPAND IN ANY WAY ANY OF THE REPRESENTATIONS, WARRANTIES, INDEMNITIES, COVENANTS, CONDITIONS, OR LIMITATIONS CONTAINED IN THE ASSET PURCHASE AGREEMENT.

This Confirmation Assignment shall be enforced, construed, and performed in accordance with the laws of the State of Connecticut without any effect to the choice of law principles thereof. Assignor and Assignee hereby agree that any suit, action or proceeding arising out of or based upon this Confirmation Assignment shall be instituted against it in the United States Bankruptcy Court for the District of Connecticut (the "Bankruptcy Court").

This Confirmation Assignment may be executed in any number of counterparts (including electronic versions) and each shall be considered an original and together they shall constitute one Assignment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Assignment has been duly executed, sealed and delivered by an authorized officer of the Assignor as of the date set forth above.

ASSIGNOR:

THERMOSPAS, INC.

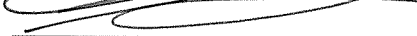
By: _____

Name: _____

Title: _____

Agreed to and Accepted by:

NTS ACQUISITION CORP.

By:  _____

Name: Anthony Larallo

Title: V. P.

NOTARIZATION ACKNOWLEDGEMENT

ACKNOWLEDGEMENT

STATE OF CT)
COUNTY OF HFD) ss:

On this 20 day of May, 2012, before me personally appeared Anthony Lovella, P.A.N.I.S. to me known and known to me to be the individual who executed the foregoing Confirmation of Assignment of Intellectual Property Assets signature pages in the capacity therein indicated, who acknowledged that he or she, being authorized to do so, executed the foregoing instrument for the purposes therein contained and in the capacity therein indicated as his or her own free act and deed.

[Signature]
Notary Public Comm R of Superior Ct.

My Commission Expires:

IN WITNESS WHEREOF, this Assignment has been duly executed, sealed and delivered by an authorized officer of the Assignor as of the date set forth above.

ASSIGNOR:

THERMOSPAS, INC.

By: 

Name: Andrew Tournas

Title: President

Agreed to and Accepted by:

NTS ACQUISITION CORP.

By: _____

Name: _____

Title: _____

NOTARIZATION ACKNOWLEDGEMENT

ACKNOWLEDGEMENT

STATE OF CONNECTICUT)
COUNTY OF Hartford) ss: Hartford

On this 30th day of May, 2012, before me personally appeared Andrew TOURAS, to me known and known to me to be the individual who executed the foregoing Confirmation of Assignment of Intellectual Property Assets signature pages in the capacity therein indicated, who acknowledged that he or she, being authorized to do so, executed the foregoing instrument for the purposes therein contained and in the capacity therein indicated as his or her own free act and deed.

Mary J. Quirion
Notary Public

My Commission Expires:

MARY J. QUIRION
NOTARY PUBLIC
MY COMMISSION EXPIRES DEC. 31, 2016

SCHEDULE A
TO
ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

Patents

#	Patent No.	App. No.	Pub. No.	Title of Invention	Country
1	N/A	12/100,589	US 2009-0255048 A1	HOT TUB AND STRADDLE CHAIR APPARATUS	US
2	5333324	07/972,943		HYDROTHERAPY HOT TUB STRUCTURE FOR NECK AND SHOULDER MASSAGE	US
3	N/A	12/020,868	US 2009-0188034 A1	INTEGRATED HOT TUB, SPA, OR POOL AND FRAME AND METHOD OF INGROUND INSTALLATION	US
4	7,712,913	12/035,842	US 2009-0213590 A1	LIGHTED PANEL SYSTEM FOR HOT TUB, SPA, OR POOL INSTALLATION	US
5	7306718	10/992,449	US 2006-0102539 A1	SKIMMER WITH FLEXIBLE WEIR GATE FOR SPAS AND POOLS	US
6	7255786	10/992,578	US 2006-0102540 A1	SKIMMER WITH ROTATABLE FILTER CARTRIDGE FOR SPAS AND POOLS	US
7	7220353	11/098,092	US 2006-0102541 A1	SKIMMER WITH ROTATABLE FILTER CARTRIDGE FOR SPAS AND POOLS	US
8	6175970	09/394,849		TOWEL WARMING SYSTEM FOR SPA TUB	US
9		11/379,859	US 2007-0079436 A1	SPA HEATING AND COOLING SYSTEM	US
10		11/733,285	US 2007-0241098 A1	CLOCK TIMER FOR A SPA SYSTEM	US
11		11/733,307	US 2007-01806606 A1	RETROFIT HEATING SYSTEM FOR SPA	US
12		11/733,380	US 2007-0180607 A1	TEMPERATURE STABILIZED HEATING SYSTEM FOR SPA	US
13		60/596,648		TEMPERATURE CONTROL SYSTEM FOR HOT TUBS (HOT SPAS)	US

Trademarks

#	Trademark	Country	Reg. No.	Reg. Date
1	THERMOSPAS	US	3816547	7/13/2010
2	THERMO COOL (Stylized)	US	3750292	2/16/2010
3	ENDUROWOOD	US	Serial No.: 78937686	
4	TOTAL CONTROL THERAPY	US	3269414	7/24/2007
5	THE HEALING SPA	US	2955833	5/24/2005
6	THERMOEASE	US		
7	THERMOSPAS	US	Serial No. 76132831	
8	THERMOSPAS	Canada	TMA586666	8/6/2003
9	THERMOSPAS (STYLIZED)	Brazil	824638824	8/24/207 (Expiration date 4/24/2017)
10	THERMOSPAS (STYLIZED)	Brazil	824638816	4/24/2007 (Expiration date 4/27/2017)
11	THERMOSPAS (STYLIZED)	Brazil	824638832	4/24/2007 (Expiration Date 4/24/2017)
12	THERMOSPAS	France	23175400	Renewed 2/21/2011 (Expiration date 2/7/21)
13	THERMOSPAS	Poland	161364	1/24/2005
14	THERMOSPAS	United Kingdom	2310202	4/11/2003 (Expiration 9/10/2012)
15	THERMOSPAS	European Community	4342044	
16	THERMOSPAS	European Community	Serial no. 2079556	
17	THERMOSPAS	Australia	865716	2/12/2001
18	THERMOSPAS	Japan	Serial No. 2001- 011956	