

## 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
Aqua Brite LLC		11/14/2012	LIMITED LIABILITY COMPANY: ARIZONA
RECEIVING PARTY DATA			
Name:	Pool Patch LLC		
Street Address:	11430 N. Cave Creek Rd.		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85020		
Entity Type:	LIMITED LIABILITY COMPANY: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85508128	AQUA BRITE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	602-281-6481		
Email:	tom@galvanilegal.com		
Correspondent Name:	Thomas W. Galvani		
Address Line 1:	3519 E. Shea Blvd. Suite 129		
Address Line 4:	Phoenix, ARIZONA 85028		
ATTORNEY DOCKET NUMBER:	6074-T1		
NAME OF SUBMITTER:	Thomas W Galvani		
Signature:	/Thomas W. Galvani/		

Date:

11/16/2012

Total Attachments: 2

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## ASSIGNMENT OF RIGHTS

This agreement is between Aqua Brite LLC ("Assignor"), 11430 N. Cave Creek Rd. Phoenix, Arizona 85020, and Pool Patch LLC ("Assignee"), 11430 N. Cave Creek Rd. Phoenix, Arizona 85020 (jointly, "the Parties").

1. **Recitals.** Assignor is an Arizona company engaged in the business of developing pool products. Assignee is also an Arizona company engaged in the business of developing pool products. Assignor has the right to assign the entire right, title, and interest in the Trademark, together with all associated goodwill of the business relating to the goods and services provided with respect to the Trademark, and desires to do so in exchange for consideration, and Assignee desires to acquire the entire right, title, and interest in the Trademark and associated goodwill so as to use the Trademark to advertise and sell its pool products and continue the business of Assignor.

2. **The Trademark.** The "Trademark" means U.S. Trademark Application No. 85/508,128 filed January 4, 2012, for the mark AQUA BRITE in connection with LED underwater swimming pool and spa lights.

3. **Assignment.** In exchange for one dollar (\$1.00) and other valuable consideration, of which Assignor acknowledges receipt, Assignor hereby transfers and assigns to Assignee all of Assignor's right, title and interest that Assignor may have or acquire in the Trademark, together with all associated goodwill of the business relating to the goods and services provided with respect to the Trademark.

4. **Term.** This Agreement shall remain in full force and effect for the enforceable life of the Trademark.

5. **Representations and Warranties.** Assignor represents and warrants that Assignor has the entire right, title, and interest in the Trademark and has the right to convey the entire right, title, and interest in the Trademark without limitation. Assignor represents and warrants that the entire right, title, and interest in the Trademark is hereby transferred and assigned free and clear of any encumbrances.

6. **Governing Law.** Arizona law shall govern this Agreement.

7. **Attorney's Fees.** In any proceeding arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and other expenses incurred in connection with such proceeding.

8. **Arbitration.** Disputes not resolved by agreement of the parties arising out of this Agreement will be submitted to binding arbitration in metropolitan Phoenix, before a single arbitrator or, if the parties cannot agree upon a single arbitrator, before a panel of three arbitrators, one selected by each party (within 10 days after notice of a dispute and failure to agree upon a single arbitrator) and a third arbitrator selected by the selected two arbitrators. The selection of arbitrators and all arbitration proceedings will be in accordance with the rules of the American Arbitration Association, as amended to the date of the proceedings, and judgment upon the award may be entered in any court having jurisdiction. The arbitrators must render a decision within 30 days after their appointment and may award the costs of arbitration as they see fit.

9. **Reformation and Severability.** If any section of this Agreement is deemed invalid or unreasonable by a court or arbitrator, such section shall be severable from the remainder of this Agreement, which shall be enforced according to its terms irrespective of the enforceability of the invalid or unreasonable section, provided such enforcement is consistent with the general intent of the Parties as evidenced by this Agreement as a whole.

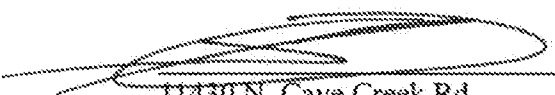
10. **Execution and Effective Date.** IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of 11.14.2012

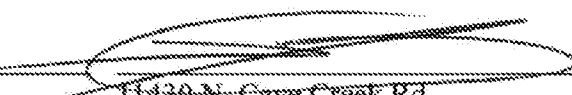
Assignor: Aqua Brite LLC

Assignee: Pool Patch LLC

By: Thomas V. Lopez


By: Thomas V. Lopez

  
11430 N. Cave Creek Rd.  
Phoenix, Arizona 85020

  
11430 N. Cave Creek Rd.  
Phoenix, Arizona 85020

State of Arizona     )  
                                  )     ss.  
County of Maricopa    )

Subscribed and sworn to before me this 14 day of November

  
Notary Public

