900252001 04/10/2013

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	
Paramount Leisure Industries, Inc.		03/26/2013	CORPORATION: ARIZONA	

RECEIVING PARTY DATA

Name:	LDAG Holdings, Inc.	
Street Address:	Post Office Box 1955	
City:	Chandler	
State/Country:	ARIZONA	
Postal Code:	85244-1955	
Entity Type:	CORPORATION: ARIZONA	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	77578640	SWEEPJET
Registration Number:	4309313	SWEEPJET

CORRESPONDENCE DATA

Fax Number: 6025865278

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

Mail.

Phone: (602) 212-8532

Email: kliepmann@stinson.com
Correspondent Name: Karen L. Liepmann

Address Line 1: 1850 N. Central Avenue, Suite 2100
Address Line 4: Phoenix, ARIZONA 85004

NAME OF SUBMITTER:	Karen L. Liepmann
Signature:	/Karen L. Liepmann/
Date:	04/10/2013

Total Attachments: 3

source=Trademark Assignment - Paramount to LDAG#page1.tif source=Trademark Assignment - Paramount to LDAG#page2.tif source=Trademark Assignment - Paramount to LDAG#page3.tif :H \$65.00

TRADEMARK
REEL: 005002 FRAME: 0392

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective as of March 26, 2013 (the "Effective Date") by Paramount Leisure Industries, Inc., an Arizona Corporation ("Assignor"), for the benefit of LDAG Holdings, Inc., an Arizona corporation ("Assignee").

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- l. Grant and Assignment of Marks. Effective as of the Effective Date, Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all right, title, and interest in and to those certain trademarks, service marks and trade names and pending applications listed on Exhibit A attached hereto (collectively, the "Marks"), together with the goodwill of Assignor's business and common law trademark rights pertaining thereto, and all common law copyrights, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Marks or copyrights, along with the right to sue for and collect such damages for the use and benefit of Assignee and Assignee's successors, assigns and other legal representatives. Assignor does hereby further sell, transfer, convey, assign and deliver to Assignee all of its right, title and interest in and to the Marks in any country foreign to the United States of America.
- 2. Representations and Warranties of the Parties. Each party warrants that (i) this Assignment is a legal, valid and binding obligation of the warranting party, (ii) it has full power and authority to enter into and perform its obligations under this Assignment in accordance with its terms, and (iii) it is and will remain free of any obligations and restrictions that would prevent or impede its performance of its obligations under this Assignment.
- 3. <u>Further Assurances</u>. Each party will, without additional consideration, take such further actions and execute promptly such further documents as are necessary to effect and record the above assignment, including any actions or documents required by the applicable registrar to document the transfer herein or as may be necessary to protect, secure and vest good, valid and marketable title to the Marks and related rights in Assignee.
- 4. Recording of Assignment. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue the Marks, or other evidence or forms of intellectual property protection or applications as, to issue the same to Assignee and Assignee's successors, assigns and other legal representatives in accordance with the terms of this instrument.

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

1

ASSIGNOR:	
PARAMOUNT LEISURE INDUSTRIES, INC., an Arizona corporation	
By: Cewis D. Ghiz President & CEO	
Acknowledgemen	at by Notary Public
State of Arizona) ss.	
personally appeared Lewis D. Ghiz, personally	s, before me, the undersigned Notary Public known to me (or proved to me on the basis or name is subscribed to the within instrument, and Signature:
	Name: Molly D. Hammant
Seal: MOLLY L. HAMMANT Notary Public - Arizona Maricopa County My Commission Expires January 11, 2017	

Exhibit A

Mark (Country)	Registrant/O wner (as per PTO reports	Serial No.	Application Filing Date	Registration No.	Registration Date	Goods/Services
SWEEPJET	Paramount Leisure Industries, Inc.	77578640	9/25/2008	4309313	March 26, 2013	Rotating nozzles placed on the sides of pools and spas to assist in cleaning pools and spas. Class 11.

3

DB04/0809973.0037/2086060.2 AG01

RECORDED: 04/10/2013

TRADEMARK
REEL: 005002 FRAME: 0395