

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
G-G Distribution and Development Co., Inc.		07/31/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Balboa Water Group, Inc.		
Street Address:	1382 Bell Avenue		
City:	Tustin		
State/Country:	CALIFORNIA		
Postal Code:	92780		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3388421	PERMAHEAT	
Registration Number:	3385092	PERMAHEAT+	
Registration Number:	3385091	PERMAHEAT PLUS	
Registration Number:	1785414	ULTRA JET	
Registration Number:	1787266	VARI-TECH	
Registration Number:	2430992	VICO	
CORRESPONDENCE DATA			
Fax Number:	9492506012		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9492506008		
Email:	lr_iplaw@pacbell.net		
Correspondent Name:	Larry K. Roberts		
Address Line 1:	P. O. Box 8569		
Address Line 4:	Newport Beach, CALIFORNIA 92658		

OP \$165.00 3388421

NAME OF SUBMITTER:	Larry K. Roberts
Signature:	/larry k. roberts/
Date:	08/08/2013
Total Attachments: 4 source=IP - GG Distribution Trademark Assignment#page1.tif source=IP - GG Distribution Trademark Assignment#page2.tif source=IP - GG Distribution Trademark Assignment#page3.tif source=IP - GG Distribution Trademark Assignment#page4.tif	

CONFIRMATION OF TRADEMARK ASSIGNMENT

This Confirmation of Trademark Assignment (“**Trademark Assignment**”) is made and entered into as of July 31, 2013 (the “**Execution Date**”) effective as of December 31, 2009 (the “**Effective Date**”) by and between G-G Distribution and Development Co., Inc., a corporation organized and existing under the laws of the State of California, having offices located at 1382 Bell Avenue, Tustin, California, 92780, United States (“**Assignor**”) and Balboa Water Group, Inc., a company organized and existing under the laws of the State of Delaware, having offices located at 1382 Bell Avenue, Tustin, California, 92780 (“**Assignee**”).

WHEREAS, concurrently with the execution of that certain Intellectual Property Assignment Agreement, dated July 31, 2013 and entered into by and between Assignor and Assignee (“**Assignment Agreement**”), Assignor and Assignee desire to execute and deliver this Trademark Assignment for recordation with the United States Patent and Trademark Office (“**USPTO**”) or any other applicable agency; and

WHEREAS, pursuant to the Assignment Agreement, Assignor has assigned, transferred and set over to Assignee and its successors, legal representatives and assigns certain assets, including the Trademarks and Trademark applications set forth on Exhibit A hereto (the “**Trademarks**”), according to the provisions therein.

NOW, THEREFORE, for the consideration set forth in the Assignment Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor has assigned, transferred and set over to Assignee and its successors, legal representatives and assigns the entire right, title and interest in, to and under: (a) the Trademarks and any common law interest in such marks together with all of the goodwill associated therewith, together with all rights under the Trademarks; (b) all income, royalties, and damages now and hereafter due and/or payable to Assignor in connection with the foregoing, including damages and payments for past, present and future infringements, misappropriations or violations thereof, in all territories worldwide; (c) all rights to sue for past, present and future infringements, misappropriations or violations of the foregoing; and (d) all rights corresponding to any of the above throughout the world (collectively, subsections (a) through (d), the “**Transferred Assets**”).
2. Assignor hereby authorizes and requests the Commissioner of the USPTO and any other official of any country whose duty is to issue Trademarks or other evidence or forms of intellectual property or industrial property protection, to issue the same to Assignee and its successors, legal representatives and assigns with respect to the Transferred Assets and to record and register this Trademark Assignment. Assignor shall execute, acknowledge and deliver such further instruments and do all such other acts, including providing evidence and testimony, as may be necessary or appropriate to record or perfect the complete transfer of the Transferred Assets or to fully prosecute, maintain and enforce the Transferred Assets.

3. The parties hereto acknowledge that they are entering into this Trademark Assignment pursuant to the Assignment Agreement, the provisions of which are hereby incorporated by reference as if fully set forth herein. In the event of any conflict between the provisions of this Trademark Assignment and the Assignment Agreement, the provisions of the Assignment Agreement shall govern with respect to such conflict.

4. This Trademark Assignment shall be interpreted, construed, and enforced in accordance with the laws of the State of New York, United States of America, without regard to laws governing conflicts of law (other than sections 5-1401 and 5-1402 of the New York General Obligations Law). This Trademark Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same agreement. This Trademark Assignment may be executed and delivered by facsimile transmission or by exchange of emails containing PDF attachments and any such facsimile or PDF signatures hereon shall be deemed to be original signatures for all purposes.

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IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment as of the Effective Date.

BALBOA WATER GROUP, INC.

G-G DISTRIBUTION AND DEVELOPMENT CO., INC.

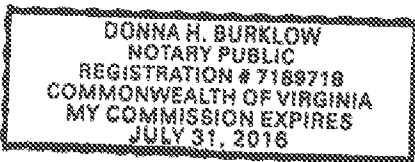
[Signature]
By: Thad M. Jones
Title: Vice President
Date: 7-31-13

[Signature]
By: Thad M. Jones
Title: Vice President
Date: 7-31-13

STATE OF Virginia
COUNTY OF Albemarle)ss:

On this 31st day of July 2013, before me the undersigned, a Notary Public for the state of Virginia, Thad M. Jones personally appeared, 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.



[Signature]
Signature of Notary

[Confirmation of Trademark Assignment]

EXHIBIT A – TRADEMARKS

Country	Title/Mark	Status	Application No.	Filing Date	TM. No.	Reg. Date	IP Acquisition Date
Canada	ULTRA JET	Registered	TMA305851	1/25/1982	TMA305851	8/16/1985	12/15/2008
United States	PERMAHEAT	Registered	77/218,342	6/28/2007	3,388,421	2/26/2008	
United States	PERMAHEAT +	Registered	77/218,396	6/28/2007	3,385,092	2/19/2008	
United States	PERMAHEAT PLUS	Registered	77/218,387	6/28/2007	3,385,091	2/19/2008	
United States	ULTRA JET	Renewed	74/260,684	3/30/1992	1,785,414	8/3/1993	12/15/2008
United States	VARI-TECH	Registered	74/127,091	12/31/1990	1787266	8/10/1993	12/15/2008
United States	VICO	Registered	75/775,779	8/10/1999	2430992	2/27/2001	12/15/2008