

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
Balboa Instruments, 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: 10

Property Type	Number	Word Mark
Registration Number:	3321402	ECOFOUNTAIN
Registration Number:	3071085	HEATEFX
Registration Number:	3472961	POOLUX
Registration Number:	3055870	MOODEFX
Registration Number:	2952685	F.A.S.T.
Registration Number:	2364630	BALBOA ON BOARD!
Registration Number:	1894981	BALBOA
Registration Number:	2739735	SUV M7
Registration Number:	2566518	M-7 SERIES POWER SYSTEMS
Registration Number:	1898732	

CORRESPONDENCE DATA

Fax Number: 9492506012  
 Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

OP \$265.00 3321402

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

NAME OF SUBMITTER:	Larry K. Roberts
Signature:	/larry k. roberts/
Date:	08/08/2013

Total Attachments: 4  
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**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 Balboa Instruments 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, United States (“**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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**EXHIBIT A – TRADEMARKS**

Country	Title/Mark	Status	Application No.	Filing Date	Reg. No.	Reg. Date	IP Acquisition Date
Canada	BALBOA	Registered	0756694	6/10/1994	443735	6/9/1995	
Canada	SUNBURST DESIGN	Registered	0756695	6/10/1994	443736	6/9/1995	
United States	ECOfountain	Registered	78/848,217	3/28/2006	3,321,402	10/23/2007	
United States	HEATEFX	Registered	78/600,996	4/4/2005	3,071,085	3/21/2006	
United States	POOLUX	Registered	77/076,279	1/4/2007	3,472,961	7/22/2008	
United States	MOODEFX	Registered	76/475,121	12/13/2002	3,055,870	1/31/2006	
United States	F.A.S.T.	Registered	76/522,839	6/16/2003	2,952,685	5/17/2005	
United States	BALBOA ON BOARD!	Registered	75/793,878	9/7/1999	2,364,630	7/4/2000	
United States	BALBOA	Registered	74/524,535	5/13/1994	1,894,981	5/23/1995	
United States	SUV M7	Registered	76/373,951	2/25/2002	2,739,735	7/22/2003	
United States	M-7 SERIES POWER SYSTEMS	Registered	75/905,982	1/29/2000	2,566,518	5/7/2002	
United States	SUNBURST DESIGN	Registered	74/524,542	5/13/1994	1898732	6/13/1995	