

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
EMPEROR AQUATICS INC.		12/31/2013	NONSTOCK CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	PENTAIR QUATIC ECO-SYSTEMS, INC.
Street Address:	1620 HAWKINS AVENUE
City:	SANFORD
State/Country:	NORTH CAROLINA
Postal Code:	27330
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3384860	SMART UV
Serial Number:	85902737	SAFEGUARD UV SYSTEMS
Serial Number:	78769043	
Serial Number:	78769067	SMARTUV
Serial Number:	85482393	EMPEROR AQUATICS
Serial Number:	78768729	EMPEROR AQUATICS, INC. WWW.EMPERORAQUATI

CORRESPONDENCE DATA

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

Phone: 612 371 3970
 Email: tmg@lindquist.com
 Correspondent Name: LINDQUIST & VENNUM LLP
 Address Line 1: 80 South Eighth Street, 4200 IDS Center
 Address Line 2: Connie Heikkila

CH \$165.00 3384860

Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	PENTAIR ASSIGNMENT
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NAME OF SUBMITTER:	CONNIE HEIKKILA
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Signature:	/connieheikkila/
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Date:	01/03/2014
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Total Attachments: 3
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TRADEMARK ASSIGNMENT

December 31, 2013

WHEREAS, Emperor Aquatics Inc., a Pennsylvania nonstock corporation ("Assignor"), is the owner of those certain trademark applications and trademark registrations (the "Marks") listed on Exhibit A attached hereto.

WHEREAS, Assignor has agreed to assign and does hereby assign to Pentair Aquatic Eco-Systems, Inc., a Florida corporation ("Assignee"), all right, title, interest and licenses in and to the Marks.

WHEREAS, pursuant to a certain Asset Purchase Agreement between the Assignor, Assignee and the members of the Assignor dated the date hereof, the Assignee has purchased substantially all of the assets of the Assignor's business to which the Marks pertain, which business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged:

1. Assignor sells, assigns and transfers to Assignee the entire right, title and interest of Assignor in and to the Marks, together with the goodwill of the business symbolized thereby and also including all common law trademark, service mark and trade name rights in the Marks, as well as the right to recover and have damages and profits for past infringement, if any.

2. Assignor will assist Assignee in the prosecution before the United States Patent and Trademark Office and the federal courts of the United States of any matters relating to the Marks, including renewals, continuations, divisions, reissues, and substitutions, that Assignee elects to make covering the Marks.

3. Assignor will not execute any writing nor do any act conflicting with this Trademark Assignment, and Assignor will at any time upon request, without further or additional consideration, execute such additional writings and do such additional acts, including the giving of testimony, as Assignee or its successors and assigns may deem necessary or desirable in the enjoyment of this Trademark Assignment, and in enforcing any rights relating hereto.

4. The Commissioner for Trademarks of the United States is authorized and requested to recognize Assignee as the owner of the Marks, as applicable. Assignor also authorizes and requests the equivalent authorities in foreign countries to issue the Marks of foreign countries to Assignee as requested.

5. This Trademark Assignment and all the terms hereof shall inure to the benefit of and be binding upon Assignor and Assignee and their respective successors, assigns and legal representatives.

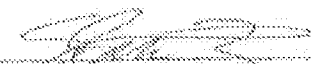
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IN WITNESS WHEREOF, Assignor has caused this instrument to be executed effective as of the date first set forth above.

ASSIGNOR:

EMPEROR AQUATICS INC.

By: 
Name: Joseph K. Kim
Its: President

[Signature page to Trademark Assignment]

EXHIBIT A TO TRADEMARK ASSIGNMENT

Marks:

Trademark/ Trademark Application	Registration/ Serial No.	Registration/ Filing Date
SAFEGUARD UV SYSTEMS	85/902,737	April 12, 2013
SMART UV	3,384,860	June 25, 2007
	78/769,043	December 8, 2005
SMARTUV	78/769,067	December 8, 2005
EMPEROR AQUATICS	85/482,393	November 29, 2011
EMPEROR AQUATICS, INC.	78/768,729	December 7, 2005

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