

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM307906

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Next Step Products, LLC		06/03/2014	LIMITED LIABILITY COMPANY: WYOMING
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Zodiac Pool Systems, Inc.		
<b>Street Address:</b>	2620 Commerce Way		
<b>City:</b>	Vista		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92081		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3415880	SYMPHONY OF LIGHT	
<b>Registration Number:</b>	3113793	SAVI	
<b>Registration Number:</b>	2472751	OASIS	
<b>Registration Number:</b>	2136521	SIDE GLOW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9498519348		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	949-851-0633		
<b>Email:</b>	OCIPdocketing@mwe.com		
<b>Correspondent Name:</b>	Lynne Boisineau - McDermott Will & Emery		
<b>Address Line 1:</b>	4 Park Plaza, Suite 1700		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614		
<b>ATTORNEY DOCKET NUMBER:</b>	086836-0993 - 0996		
<b>NAME OF SUBMITTER:</b>	Lynne M.J. Boisineau		
<b>SIGNATURE:</b>	/lynne m.j. boisineau/		
<b>DATE SIGNED:</b>	06/17/2014		
<b>Total Attachments: 3</b>			
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## ASSIGNMENT OF TRADEMARKS

WHEREAS, Next Step Products, LLC, a limited liability company organized under the laws of State of Wyoming (the "Assignor"), for good and valuable consideration paid by Zodiac Pool Systems, Inc., a corporation organized under the laws of the State of Delaware (the "Assignee"), the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL, TRANSFER AND ASSIGN unto the Assignee, its successors and assigns:

A. All right, title and interest held by Assignor, in the United States and elsewhere around the world (if any), whether formally protected by way of application or registration or otherwise based at common law, any and all trademarks, trade names, service marks, logos, and trade dress, including without limitation the rights identified in Exhibit A attached hereto (hereinafter collectively and individually referred to as the "Trademarks");

B. The goodwill associated with the Trademarks ("Goodwill") of the Assignor's business transferred by Assignor to Assignee on even date herewith connected with the use of and symbolized by the said Trademarks, together with all assets that uniquely reflect the Goodwill of the Business, including but not limited to Assignor's business names, customer lists, trade secrets, corporate and other business records, license rights, advertising materials, operating manuals, methods, processes, know-how, sales literature, drawings, specifications, descriptions, and inventions (collectively, "Related Rights"); and

C. All rights to damages or profits, due or to become due, accrued or to accrue, arising out of past, present, or future infringement of said Trademarks and Related Rights or injury to said Goodwill, together with the right to sue or recover the same in the Assignor's name.

This instrument is made and delivered by Assignor pursuant and subject to the terms of a certain Asset Purchase Agreement entered into by and among Assignor, Assignee and solely with respect to certain provisions therein, Scitec Energy, Inc., a Wyoming corporation and Tiffany Holdings Pty Ltd., an Australian proprietary company, of even date herewith (the "Purchase Agreement"). Defined terms employed herein shall have the meaning ascribed to them in the Purchase Agreement unless otherwise specifically set forth herein.

**EXECUTION VERSION**

IN WITNESS WHEREOF, the Assignor has caused its duly authorized officer to sign this instrument as of the 3rd day of June, 2014.

NEXT STEP PRODUCTS, LLC,  
Assignor

By: [Signature]

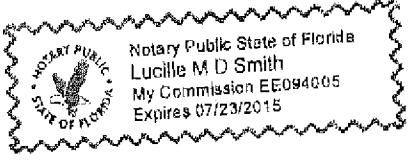
Name: MARK E. MASTELMAN

Title: President

STATE OF FLORIDA  
COUNTY OF Orange, ss.:

I HEREBY CERTIFY that on this 3rd day of June, 2014, before me, a Notary Public for the State and County aforesaid, personally appeared Mark Mastelman, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and has executed the foregoing instrument for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, the day and year first above written.



[Signature]

Notary Public in and for the State of Florida

My commission expires: 7/23/15

**EXECUTION VERSION**

**EXHIBIT A**

The Intellectual Property held, used or owned by Assignor, including, without limitation, those items listed on Sections 4.17(a)(i) and (ii) of the Disclosure Schedule to the Purchase Agreement, including without limitation the name "Next Step Products" and the following:

Serial No. 78781417 – Symphony of Light (abandoned)

Serial No. 78498198 – SAVI

Serial No. 75678406 – OASIS & DESIGN

Serial No. 74735824 – SIDE GLOW

Serial No. 78071442 – LED VISION (canceled)

Serial No. 75006342 – END GLOW (canceled)