

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327853

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
L.A. Spas, Inc.		12/04/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	MAAX Spas Industries Corp.		
Street Address:	25605 South Arizona Avenue		
City:	Chandler		
State/Country:	ARIZONA		
Postal Code:	85248		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	74126495	L.A. SPAS	
Serial Number:	76566461	AQUA KLEAN FILTRATION SYSTEM	
Serial Number:	77444477	ADVENTURES IN HYDROTHERAPY	
Serial Number:	77428937	L.A. SPAS	
Serial Number:	77428940	L.A. SPAS	
Serial Number:	77612353	THERM-RITE	
CORRESPONDENCE DATA			
Fax Number:	6022406600		
<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>			
Phone:	602-240-3026		
Email:	trademarks@shermanhoward.com		
Correspondent Name:	Michelle Morris, Sherman & Howard L.L.C.		
Address Line 1:	201 East Washington Street		
Address Line 2:	Suite 800		
Address Line 4:	Phoenix, ARIZONA 85004-2327		
ATTORNEY DOCKET NUMBER:	061989.400		
NAME OF SUBMITTER:	Michelle M. Morris		
SIGNATURE:	/Michelle M. Morris/		
DATE SIGNED:	01/02/2015		

CH \$165.00 74126495

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment Agreement") is made as of December 4, 2014 by and among L.A. Spas, Inc., a California corporation ("ASSIGNOR"), and MAAX Spas Industries Corp., a Delaware corporation ("ASSIGNEE"). ASSIGNOR and ASSIGNEE are sometimes herein referred to collectively as the "Parties" and each individually as a "Party."

WHEREAS, ASSIGNOR and ASSIGNEE entered into a certain Asset Purchase Agreement, dated as of October 17, 2014 (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchaser Agreement, ASSIGNOR agreed to convey, among other things, its entire right, title and interest in, to, and under the United States and foreign trademark registrations and trademark applications listed in the Trademark Assignment Schedule attached hereto to ASSIGNEE.

FOR GOOD AND VALUABLE CONSIDERATION set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR and ASSIGNEE hereby agree:

1. ASSIGNOR hereby transfers, sells and conveys, and confirms that it has assigned, transferred, sold and conveyed, to ASSIGNEE, its successors and assigns, the whole of ASSIGNOR's right, title, and interest in, to and under the marks set forth in Trademark Assignment Schedule, and all applications, registrations, and renewals for any of the foregoing, together with the goodwill associated with and symbolized by each of the foregoing, and including the right to recover damages, for any past, present, or future infringement, misappropriation and/or dilution of the marks (collectively, the "Transferred Marks"). The right, title, and interest is to be held and enjoyed by ASSIGNEE and its successors and assigns as fully and exclusively as it would have been held and enjoyed by ASSIGNOR had this assignment not been made.
2. ASSIGNOR, for itself and its successors and assigns, hereby covenants and agrees that, at any time and from time to time after the date hereof, it will, upon the reasonable request of the ASSIGNEE, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, any and all such further acts, deeds, instruments, documents, transfers and assurance as may be reasonably required for ASSIGNEE's securing, prosecuting and maintaining all of the Transferred Marks, with all actual costs thereof being paid by ASSIGNEE, but without any further compensation to ASSIGNOR.
3. ASSIGNOR hereby authorizes and requests the U.S. Patents and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record ASSIGNEE as the owner of the Transferred Marks.
4. This Assignment Agreement is executed and delivered pursuant to the Purchase Agreement and is in all respects subject to the terms, conditions and other provisions thereof. Nothing in this Agreement is intended to modify, amend or alter in any respect the rights and obligations

of the parties under the Purchase Agreement, which will remain in full force and effect notwithstanding the execution and delivery of this Agreement.

5. The validity of this Assignment Agreement and of any of its terms or provisions, as well as the rights and duties of the parties under this Assignment Agreement, shall be construed pursuant to and in accordance with the laws of the State of New York, without regard to conflict of laws principles.
6. The ASSIGNEE may assign any or all of its rights, interests or obligations under this Assignment Agreement and the ASSIGNOR may not assign any of its rights, interests or obligations under this Assignment Agreement. Any attempted assignment by ASSIGNOR in violation of the foregoing shall be null and void.
7. This Assignment Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute a single instrument.
8. This Assignment Agreement may not be amended except by an instrument in writing signed by each of the parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this Assignment Agreement to be executed by its duly authorized representatives as of the date first set forth above.

ASSIGNOR:

ASSIGNEE:

L.A. Spas, Inc.

MAAX Spas Industries Corp.

By: [Signature]
Name: David J. Komaj
Title: President

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this Assignment Agreement to be executed by its duly authorized representatives as of the date first set forth above.

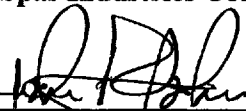
ASSIGNOR:

ASSIGNEE:

L.A. Spas, Inc.

MAAX Spas Industries Corp.

By: _____
Name: _____
Title: _____

By:  _____
Name: JOHN R. JOHNSON
Title: PRESIDENT

TRADEMARK ASSIGNMENT SCHEDULE

L.A. Spas
Aqua Klean Filtration System
Adventures in Hydrotherapy
Therm-Rite