TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328116

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KIK Pool Additives, Inc.		12/31/2014	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	BIO-LAB, INC.
Street Address:	1725 North Brown Rd.
City:	Lawrenceville
State/Country:	GEORGIA
Postal Code:	30043
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3744143	DIY PRO
Registration Number:	3733896	POND-TEK
Registration Number:	3744142	PRO SIDE
Registration Number:	4204522	SHOCK QUICK
Registration Number:	3066898	ALL-IN-ONE
Serial Number:	85778444	KEM-TEK POOL & SPA CARE
Registration Number:	4393597	POWER 99

CH $190.00 3744143

CORRESPONDENCE DATA

Fax Number:

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.

Email: vmann@paulweiss.com, dewilliams@paulweiss.com
Correspondent Name: Virginia F. Mann
Address Line 1: 1285 Avenue of the Americas
Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	18600-001
NAME OF SUBMITTER:	Virginia F. Mann
SIGNATURE:	/Virginia F. Mann/
DATE SIGNED:	01/06/2015

Total Attachments: 4
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US TRADEMARK ASSIGNMENT AGREEMENT

This US TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), effective as of December 31, 2014 (the "Effective Date"), is entered into by and between KIK Pool Additives, Inc., a California corporation ("Assignor") and Bio-Lab, Inc., a Delaware corporation ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of December 31, 2014, (as amended, supplemented or otherwise modified from time to time, the "Asset Purchase Agreement");

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor agreed to assign to Assignee all of Assignor's right, title and interest in and to all of the trademark registrations and trademark applications listed on Schedule A hereto (the "Assigned Trademarks"); and

WHEREAS, Assignee and Assignor are desirous of executing an instrument of assignment for purposes of recording the assignment of the Assigned Trademarks with the United States Patent and Trademark Office.

NOW THEREFORE, in consideration of the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignor does hereby irrevocably sell, assign, convey and transfer to Assignee all its right, title and interest (whether statutory, common law or otherwise) in and to the Assigned Trademarks, and all goodwill associated with any of Assigned Trademarks. The foregoing assignment of the Assigned Trademarks includes the exclusive rights to (a) apply for and maintain all registrations and renewals thereof, (b) bring actions or otherwise recover for infringements and dilutions thereof, and (c) all other rights of any kind whatsoever of Assignors accruing thereunder or pertaining thereto.

2. Acknowledgment. Assignor hereby acknowledges that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor's right, title and interest in and to the Assigned Trademarks. The parties hereby acknowledge and affirm that their respective rights in and to the Assigned Trademarks are more fully set forth in the Asset Purchase Agreement. In the event of any conflict between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern.

3. Further Assurances. Each Party agrees, without any further consideration, to execute and deliver such other documents and to take such other actions as the other may reasonably request in order to effectuate the purposes of this Assignment and to consummate the actions contemplated hereby, including the execution of any assignment agreement as may be necessary to record and effectuate the assignment contemplated herein with the United States Patent and Trademark Office.

4. Binding Effect; Assignment. This Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns.

5. Governing Law. This Assignment, and any dispute, claim, legal action, suit, proceeding or controversy (whether in contract or tort) arising out of or relating to this Assignment, or the negotiation, execution or performance of this Assignment (including any cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Assignment or as an inducement to enter this Assignment), shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without regard to conflict of law principles thereof.

6. Counterparts; Effectiveness. This Assignment may be executed in any number of counterparts, as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Assignment. Facsimile signatures or signatures received as a pdf attachment to electronic mail shall be treated as original signatures for all purposes of this Assignment. This Assignment shall become effective when, and only when, each Party shall have received a counterpart signed by the other Parties.

[*Signature page follows.*]

IN WITNESS HEREOF, this Assignment has been executed as of the date first set forth above.

ASSIGNEE: BIO-LAB, INC.

By: _____
Name: Mark Halperin
Title: Evp. General Counsel & Sec

ASSIGNOR: KIK POOL ADDITIVES INC.

By: _____
Name: JOHN RIM
Title: VP TAX

Schedule A

Trademark	Application/ Registration No.	App./ Registration Date	Status
DIY PRO	3744143	February 2, 2010	Registered
POND-TEK	3733896	January 5, 2010	Registered
PRO SIDE	3744142	February 2, 2010	Registered
SHOCK QUICK AND DESIGN SHOCK QUICK	4204522	September 11, 2012	Registered
ALL-IN-ONE ALL-IN-ONE	3066898	March 07, 2006	Registered
POWER 99	4393597	August 27, 2013	Registered
KEM-TEK POOL & SPA CARE AND DESIGN KEM-TEK pool & spa care	85778444	November 13, 2012	Pending