

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM330679

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	04/30/2013		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sta-Rite Industries, LLC		01/29/2015	LIMITED LIABILITY COMPANY: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pentair Water Pool and Spa, Inc.		
<b>Street Address:</b>	1620 Hawkins Ave.		
<b>City:</b>	Sanford		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27330		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0636429	SWIMQUIP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3303764577		
<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>	330-376-2700		
<b>Email:</b>	TLink@ralaw.com		
<b>Correspondent Name:</b>	Terrence H. Link II		
<b>Address Line 1:</b>	222 S. Main St.		
<b>Address Line 2:</b>	Roetzel & Andress		
<b>Address Line 4:</b>	Akron, OHIO 44308		
<b>ATTORNEY DOCKET NUMBER:</b>	067920.4162		
<b>NAME OF SUBMITTER:</b>	Terrence H. Link II		
<b>SIGNATURE:</b>	/thl/		
<b>DATE SIGNED:</b>	02/02/2015		
<b>Total Attachments: 2</b>			
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**NUNC PRO TUNC TRADEMARK ASSIGNMENT**

**WHEREAS, STA-RITE INDUSTRIES, LLC**, a limited liability company organized and existing under the laws of the State of Wisconsin (“Assignor”), has adopted and is using, used, or considered using the trademark listed on Schedule A hereto (the “Trademark”), and the goodwill of the business symbolized by the Trademark; and

**WHEREAS, PENTAIR WATER POOL AND SPA, INC.**, a corporation organized and existing under the laws of the State of Delaware (“Assignee”), desires to acquire the Trademark and its associated goodwill.

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, effective as of April 30, 2013, Assignor hereby assigns unto Assignee: (a) the full right, title and interest in and to the Trademark and the goodwill of the business connected with and symbolized by the Trademark, and (b) all rights, interests, claims, demands, and damages, recoverable in law or in equity, that Assignor has or may have for past and future infringements of the Trademark, including, without limitation, the right to compromise, sue for and collect profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same might or could have been held and enjoyed by Assignor had this Trademark Assignment not been made.

Assignor agrees to execute such other documents or instruments and take such reasonable actions as may be reasonably requested by Assignee to effectuate the assignment of the Trademark as described above. This Trademark Assignment may be executed and delivered (including by portable document format (PDF)) in one or more counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and same instrument.

**IN WITNESS WHEREOF**, the undersigned have executed this Trademark Assignment as of the 29<sup>th</sup> day of January, 2015.

**ASSIGNOR  
STA-RITE INDUSTRIES, LLC**



\_\_\_\_\_  
Jason K. Stokes, Secretary

**ASSIGNEE  
PENTAIR WATER POOL AND SPA, INC.**



\_\_\_\_\_  
Jason K. Stokes, Secretary

**SCHEDULE A**

<b><u>COUNTRY</u></b>	<b><u>MARK</u></b>	<b><u>APP. / REG. NO.</u></b>
U.S.	SWIMQUIP	636,429