

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM359788

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RWS La Quinta, LLC		09/30/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	GSG Holdings, Inc.		
Street Address:	P.O. Box 1945		
City:	Chandler		
State/Country:	ARIZONA		
Postal Code:	85244-1945		
Entity Type:	CORPORATION: <u>ARIZONA</u>		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4172840	TWIRLYBYRD	
Registration Number:	4371887	BUILD A BETTER SPA	
CORRESPONDENCE DATA			
Fax Number:	6023826070		
<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:	6023826000		
Email:	ipdocket@swlaw.com		
Correspondent Name:	SNELL & WILMER L.L.P.		
Address Line 1:	400 E VAN BUREN ST STE 1900		
Address Line 2:	ONE ARIZONA CENTER		
Address Line 4:	PHOENIX, ARIZONA 85004		
ATTORNEY DOCKET NUMBER:	13292.00010		
NAME OF SUBMITTER:	John H. Platt		
SIGNATURE:	/John H. Platt/		
DATE SIGNED:	10/23/2015		
Total Attachments: 3			
source=1329200010_Preliminary_IP_Assignment_from_RWS_La_Quinta_LLC_to_GSG_Holdings_Inc_trademarks#pa			
source=1329200010_Preliminary_IP_Assignment_from_RWS_La_Quinta_LLC_to_GSG_Holdings_Inc_trademarks#pa			

CH \$65.00 4172840

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of September 30, 2015 (the "Effective Date") by RWS La Quinta, LLC, a California limited liability company ("Assignor"), to and for the benefit of GSG Holdings, Inc., an Arizona corporation ("Assignee"). This Assignment is made pursuant to that certain Asset Purchase Agreement dated as of September 30, 2015 by and among Assignor, California Pools, Inc., Ryder Steimle, Vanz Steimle and Assignee (the "Purchase Agreement").

NOW THEREFORE, for good and valuable consideration as set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby covenants and agrees as follows:

1. Grant and Assignment of Marks. Effective as of the Effective Date, Assignor does hereby sell, transfer, convey, assign and deliver to Assignee, and Assignee hereby accepts from Assignor, all right, title, and interest in and to those certain registered and unregistered trademarks, service marks and trade names, including any pending applications therefor, listed in Exhibit A attached hereto (collectively, the "Marks"), together with the goodwill of the Marks, the goodwill of Assignor's business, all common law trademark rights pertaining thereto, and all common law copyrights, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Marks or copyrights, along with the right to sue for and collect such damages for the use and benefit of Assignee and Assignee's successors, assigns and other legal representatives. Assignor does hereby further sell, transfer, convey, assign and deliver to Assignee all of its right, title and interest in and to the Marks in any country foreign to the United States of America.

2. Further Assurances. Assignor shall, without additional consideration, take such further actions and execute promptly such further documents as are necessary to effect and record the assignments contemplated hereby, including any actions or documents required by any applicable registrar or governmental body to document the assignments contemplated hereby or as may be necessary to protect, secure and vest good, valid and marketable title to the Marks and related rights in Assignee.

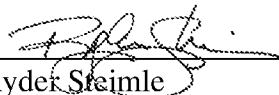
3. Recording of Assignment. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, any officer of any country or countries foreign to the United States, and any other state, provincial or local governmental authority whose duty it is to register or issue the Marks, or other evidence or forms of intellectual property protection, to issue the same to Assignee and Assignee's successors, assigns and other legal representatives in accordance with the terms of this instrument.

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Signature Page Follows

IN WITNESS WHEREOF, this Trademark Assignment has been executed as of the day and year first written above.

ASSIGNOR:

RWS LA QUINTA, LLC, a California
limited liability company

By: 

Ryder Steimle
Member and Manager

Exhibit A

Marks

- U.S. Trademark for “TWIRLYBYRD” – Reg. No. 4,172,840 (App. No. 85/331548).
- U.S. Trademark for “BUILD A BETTER SPA” – Reg. No. 4,371,887 (App. No. 85/795249).