

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366196

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PebbleScapes LLC		12/15/2015	LIMITED LIABILITY COMPANY: ARIZONA
RECEIVING PARTY DATA			
Name:	Pool Patch LLC		
Street Address:	11430 N. Cave Creek Rd		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85020		
Entity Type:	LIMITED LIABILITY COMPANY: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4066755	PEBBLESCAPES	
CORRESPONDENCE DATA			
Fax Number:			
<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:	602-281-6481		
Email:	trademark@galvanilegal.com		
Correspondent Name:	Thomas W. Galvani		
Address Line 1:	3519 E Shea Blvd, Suite 129		
Address Line 4:	Phoenix, ARIZONA 85028		
ATTORNEY DOCKET NUMBER:	6074-OC2		
NAME OF SUBMITTER:	IP Paralegal		
SIGNATURE:	/Joseph Kong/		
DATE SIGNED:	12/17/2015		
Total Attachments: 2			
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OP \$40.00 4066755

ASSIGNMENT OF RIGHTS

This agreement is between Thomas V. Lopez, an individual doing business as PebbleScapes LLC, DBA PebbleScapes (collectively, "Assignor"), P.O. Box 7747, Phoenix, Arizona 85011, and Pool Patch LLC, 11430 N. Cave Creek Rd. Phoenix, Arizona 85020 ("Assignee") (jointly, "the Parties").

1. **Recitals.** Assignor is involved in the business of developing, selling, installing, and servicing swimming pool surfacing products. Assignee is an Arizona company engaged in the business of developing swimming pool products. Assignor has the right to assign the entire right, title, and interest in the Trademark, together with all associated goodwill of the business relating to the goods and services provided with respect to the Trademark, and desires to do so in exchange for consideration. Assignee desires to acquire the entire right, title, and interest in the Trademark, together with all associated goodwill, so as to use the Trademark to advertise and sell its pool products and to continue the business of Assignor.

2. **Assignor.** Assignor hereby states, and Assignee acknowledges, that Thomas V. Lopez was the sole owner and operator of PebbleScapes LLC, whether or not that entity was formally organized. Thomas V. Lopez acted on behalf of and in furtherance of PebbleScapes LLC, as the same single commercial enterprise. Assignee acknowledges that Thomas V. Lopez and PebbleScapes LLC each have the ability to assign the entire right, title, and interest in the Trademark, together with all associated goodwill of the business relating to the goods and services provided with respect to the Trademark.

3. **The Trademark.** The "Trademark" means the U.S. Trademark Registration No. 4,066,755, registered on December 6, 2011, for the mark PEBBLESCAPES and Design.

4. **Assignment.** In exchange for one dollar (\$1.00) and other valuable consideration, of which Assignor acknowledges receipt, Assignor hereby transfers and assigns to Assignee all of Assignor's right, title and interest that Assignor may have or acquire in the Trademark, together with all associated goodwill of the business relating to the goods and services provided with respect to the Trademark.

5. **Term.** This Agreement shall remain in full force and effect for the enforceable life of the Trademark.

6. **Representations and Warranties.** Assignor represents and warrants that Assignor has the entire right, title, and interest in the Trademark and has the right to convey the entire right, title, and interest in the Trademark without limitation. Assignor represents and warrants that the entire right, title, and interest in the Trademark is hereby transferred and assigned free and clear of any encumbrances.

7. **Necessary Acts.** Assignor and Assignee agree to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

8. **Governing Law.** Arizona law shall govern this Agreement.

9. **Attorney's Fees.** In any proceeding arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and other expenses incurred in connection with such proceeding.

10. **Reformation and Severability.** If any section of this Agreement is deemed invalid or unreasonable by a court or arbitrator, such section shall be severable from the remainder of this

Agreement, which shall be enforced according to its terms irrespective of the enforceability of the invalid or unreasonable section, provided such enforcement is consistent with the general intent of the Parties as evidenced by this Agreement as a whole.

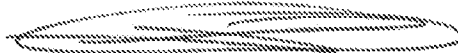
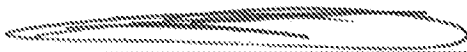
11. **Execution and Effective Date.** IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of DECEMBER 15TH 2015.

Assignor: PebbleScapes LLC

Assignee: Pool Patch LLC

By: Thomas V. Lopez

By: Thomas V. Lopez



P.O. Box 7747
Phoenix, Arizona 85011

11430 N. Cave Creek Rd.
Phoenix, Arizona 85020

State of Arizona)
) ss.
County of Maricopa)

Subscribed and sworn to before me this _____ day of _____.

Notary Public