

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM384831

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SeaKlear Pool Pills LLC		05/17/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HaloSource, Inc.		
<b>Street Address:</b>	1725 220th Street SE, Suite 103		
<b>City:</b>	Bothell		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98021		
<b>Entity Type:</b>	Corporation: WASHINGTON		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2998346	AQUAPILL	
<b>Registration Number:</b>	3363740	CLARIFIER PLUS	
<b>Registration Number:</b>	3548672	HEATKEEPER	
<b>Registration Number:</b>	3241882	POOL BLANKET IN A PILL	
<b>Registration Number:</b>	3305024	POOL WINTERIZER IN A PILL	
<b>Registration Number:</b>	3289108	SOLARBALL	
<b>Registration Number:</b>	3244159	SOLARPILL	
<b>Registration Number:</b>	3289107	SPRINGBALL	
<b>Registration Number:</b>	3244548	SPRINGPILL	
<b>Registration Number:</b>	3289106	WINTERBALL	
<b>Registration Number:</b>	3287142	WINTERPILL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2062240779		
<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>	2066828100		
<b>Email:</b>	efiling@cojk.com		
<b>Correspondent Name:</b>	Christensen O'Connor Johnson Kindness		
<b>Address Line 1:</b>	1201 Third Avenue, Suite 3600		
<b>Address Line 4:</b>	SEATTLE, WASHINGTON 98101		

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TRADEMARK

<b>NAME OF SUBMITTER:</b>	Stephanie A. Harvey
<b>SIGNATURE:</b>	/Stephanie A. Harvey/
<b>DATE SIGNED:</b>	05/18/2016
<b>Total Attachments: 8</b> source=SKPP IP Assignment Agreement_executed#page1.tif source=SKPP IP Assignment Agreement_executed#page2.tif source=SKPP IP Assignment Agreement_executed#page3.tif source=SKPP IP Assignment Agreement_executed#page4.tif source=SKPP IP Assignment Agreement_executed#page5.tif source=SKPP IP Assignment Agreement_executed#page6.tif source=SKPP IP Assignment Agreement_executed#page7.tif source=SKPP IP Assignment Agreement_executed#page8.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of May [17], 2016 is made by SeaKlear Pool Pills LLC (the "Assignor"), a Delaware limited liability company, in favor of HaloSource, Inc., a Washington corporation (the "Assignee"), is being entered into in connection with that certain Agreement and Plan of Merger by and between the Assignee and the Assignor dated as of May [17], 2016 (the "Merger Agreement").

WHEREAS, under the terms of the Merger Agreement, the Assignee has merged with and into the Assignor and as such, all of the assets of the Assignor have been conveyed, transferred and assigned to the Assignee and Assignor and the Assignee have agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignee hereby irrevocably conveys, transfers and assigns to the Assignor, and the Assignor hereby accepts, all of the Assignee's right, title and interest in and to the intellectual property of the Assignor, including but not limited to the items set forth on Schedule 1 hereto, together with the goodwill related thereto (the "Assigned IP").
2. Terms of the Merger Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Merger Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Merger Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Merger Agreement and the terms hereof, the terms of the Merger Agreement shall govern.
3. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

TRADEMARK

REEL: 005795 FRAME: 0410

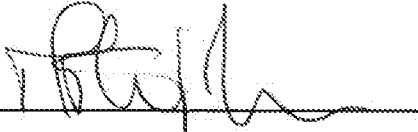
4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Washington, without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction).

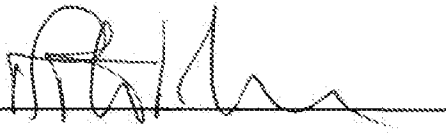
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this IP Assignment as of the date first above written.

**SEAKLEAR POOL PILLS LLC:**

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HALOSOURCE, INC.:**

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to IP Assignment]

**SCHEDULE 1**  
Assigned Trademarks

Status	Mark	Mark / Owner	Country / Intl Class	Appl. No / Date Filed	Reg. No. / Reg. Date
Registered	AQUAPILL	SeaKlear Pool Pills LLC	Canada	1,328,053 12/13/2006	728,884 11/20/2008
Registered	AQUAPILL	SeaKlear Pool Pills LLC	European Union IC1	005582374 12/14/2006	005582374 08/10/2007
Registered	AQUAPILL	SeaKlear Pool Pills LLC	USA IC1	78/573087 02/23/2005	2998346 09/20/2005
Registered	CLARIFIER PLUS	SeaKlear Pool Pills LLC	USA IC1	78/911577 06/19/2006	3363740 01/01/2008
Registered	HEATKEEPER	SeaKlear Pool Pills LLC	USA IC1	76/689353 05/06/2008	3548672 12/23/2008
Registered	POOL BLANKET IN A PILL	SeaKlear Pool Pills LLC	Canada	1,326,887 12/05/2006	706,992 02/08/2008
Registered	POOL BLANKET IN A PILL	SeaKlear Pool Pills LLC	European Union IC1	005555231 04/12/2006	005555231 08/10/2007
Registered	POOL BLANKET IN A PILL	SeaKlear Pool Pills LLC	USA IC1	78/902030 06/06/2006	3241882 05/15/2007

Status	Mark	Mark / Owner	Country / Intl Class	Appl. No / Date Filed	Reg. No. / Reg. Date
Registered	POOL WINTERIZER IN A PILL	SeaKlear Pool Pills LLC	Canada	1,327,090 12/06/2006	755,468 12/16/2009
Registered	POOL WINTERIZER IN A PILL	SeaKlear Pool Pills LLC	USA IC1	78/923853 07/06/2006	3305024 10/02/2007
Registered	SALT CELL GUARD	Smartpool Incorporated (Acquired by SeaKlear PoolPills)	Canada	1,327,888 12/12/2006	755,885 12/22/2009
Registered	SALT CELL GUARD	Smartpool Incorporated (Acquired by SeaKlear PoolPills)	European Union IC1	005545827 04/12/2006	005545827 10/22/2007
Registered	SMARTPILL and Design	Smartpool Incorporated (Acquired by SeaKlear Pool Pills)	Canada	1,326,851 12/05/2006	710,973 04/04/2008
Registered	SMARTPILL and Design	Smartpool Incorporated (Acquired by SeaKlear Pool Pills)	European Union IC1	005555248 04/12/2006	005555248 05/06/2008
Registered	SOLARBALL	SeaKlear Pool Pills LLC	Canada	1,329,813 12/28/2006	706,374 02/01/2008

Status	Mark	Mark / Owner	Country / Intl Class	Appl. No / Date Filed	Reg. No. / Reg. Date
Registered	SOLARBALL	SeaKlear Pool Pills LLC	European Union IC1	005476874 11/17/2006	005476874 11/19/2007
Registered	SOLARBALL	SeaKlear Pool Pills LLC	USA IC1	78/921336 06/30/2006	3289108 09/04/2007
Registered	SOLARPILL and Design	SeaKlear Pool Pills LLC	Canada	1,306,619 06/23/2006	712,816 04/25/2008
Registered	SOLARPILL and Design	SeaKlear Pool Pills LLC	European Union IC1	005160262 06/26/2006	005160262 05/16/2007
Registered	SOLARPILL and Design	SeaKlear Pool Pills LLC	USA IC1	78/790530 01/12/2006	3244159 05/22/2007
Registered	SPAROMA	SeaKlear Pool Pills LLC	Canada	1,328,479 12/18/2006	716,420 06/11/2008
Registered	SPRINGBALL	SeaKlear Pool Pills LLC	Canada	1,329,812 12/28/2006	706,387 02/01/2008
Registered	SPRINGBALL	SeaKlear Pool Pills LLC	European Union IC1	005476891 11/17/2006	005476891 11/19/2007
Registered	SPRINGBALL	SeaKlear Pool Pills LLC	USA IC1	78/921334 06/30/2006	3289107 09/04/2007
Registered	SPRINGPILL	SeaKlear Pool Pills LLC	Canada	1,337,175 02/27/2007	735,372 02/27/2009



Status	Mark	Mark / Owner	Country / Intl Class	Appl. No / Date Filed	Reg. No. / Reg. Date
Registered	SPRINGPILL	SeaKlear Pool Pills LLC	European Union IC1	005534177 08/12/2006	005534177 10/22/2007
Registered	SPRINGPILL	SeaKlear Pool Pills LLC	USA IC1	78/911586 06/19/2006	3244548 05/22/2007
Registered	WINTERBALL	SeaKlear Pool Pills LLC	Canada	1,329,811 12/28/2006	706,373 02/01/2008
Registered	WINTERBALL	SeaKlear Pool Pills LLC	European Union IC1	005476908 11/17/2006	005476908 11/19/200
Registered	WINTERBALL	SeaKlear Pool Pills LLC	USA IC1	78/921329 06/30/2006	3289106 09/04/2007
Registered	WINTERPILL	SeaKlear Pool Pills LLC	Canada	1,327,088 12/06/2006	700,158 11/05/2007
Registered	WINTERPILL	SeaKlear Pool Pills LLC	European Union IC1	005534243 08/12/2006	005534243 07/11/2007
Registered	WINTERPILL	SeaKlear Pool Pills LLC	USA IC1	78/911581 06/19/2006	3287142 08/28/2007

Assigned Patents

Title	Country	Application #	Issued Patent #
Biodegradable Surface Layer Film for Pools or Spas to Prevent Evaporation and Heat Loss	USA	11/701032	7763178

Title	Country	Application #	Issued Patent #
Biodegradable Surface Layer Film for Pools or Spas to Prevent Evaporation and Heat Loss	USA	12/803825	8021545