

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM393946

<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>
Dectron Inc.		08/01/2016	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SAS Dectron Company		
<b>Street Address:</b>	1385 De Coulomb Street		
<b>City:</b>	Boucherville		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	J4B 7L8		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86512512	DRY-O-TRON LEEDER	
<b>Serial Number:</b>	86512539	POOL PERFECT	
<b>Registration Number:</b>	4306329	ECO-TRON	
<b>Registration Number:</b>	4339035	DRY-O-TRON PURGE	
<b>Registration Number:</b>	4339033	DECTRON PURGE	
<b>Registration Number:</b>	3401490	DECTRON	
<b>Registration Number:</b>	1173094	DRY-O-TRON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7132223291		
<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>	713-221-3306		
<b>Email:</b>	docketing@bracewelllaw.com		
<b>Correspondent Name:</b>	Constance Gall Rhebergen		
<b>Address Line 1:</b>	P.O. Box 61389		
<b>Address Line 4:</b>	Houston, TEXAS 77208-1389		
<b>NAME OF SUBMITTER:</b>	Constance Gall Rhebergen		
<b>SIGNATURE:</b>	/Constance Gall Rhebergen/		
<b>DATE SIGNED:</b>	08/05/2016		

OP \$190.00 86512512

**Total Attachments: 3**

source=SIGNED Trademark Assignment Agreement#page1.tif

source=SIGNED Trademark Assignment Agreement#page2.tif

source=SIGNED Trademark Assignment Agreement#page3.tif

## TRADEMARK ASSIGNMENT AGREEMENT

**THIS ASSIGNMENT** is dated August 1, 2016 (the “**Effective Date**”), by and between **Dectron Inc.** having its principal place of business at 3999, Côte Vertu Blvd., Montréal, Province of Québec, H4R 1R2, Canada (the “**Assignor**”), and **SAS Dectron Company**, having its principal place of business at 1385, De Coulomb Street, Boucherville, Province of Québec, J4B 7L8, Canada (the “**Assignee**”).

**WHEREAS** the Assignor is the owner of the entire rights, title and interest in and to the trademarks listed on Schedule “A” attached hereto, including any applications therefor or registrations thereof (the “**Trademarks**”); and

**WHEREAS** pursuant to an Asset Purchase Agreement entered into as of the date hereof between the Assignor and the Assignee (the “**Asset Purchase Agreement**”), the Assignee has acquired all of the Assignor’s rights, title and interest in and to the Trademarks and the goodwill associated therewith; and

**WHEREAS** the Assignor and the Assignee desire to memorialize the transfer to the Trademarks from the Assignor to the Assignee.

**NOW, THEREFORE**, the Assignor declares as follows:

The preamble shall form an integral part hereof.

In consideration of the Asset Purchase Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor hereby confirms the sale, assignment and transfer to the Assignee of all of the Assignor’s rights, title and interest in and to the Trademarks and the goodwill connected with the use and as symbolized by the Trademarks, all common law and statutory rights related thereto, and all rights of renewal and extension if any relating thereto on a worldwide basis, as of the Effective Date.

The Assignor further confirms the transfer and assignment to the Assignee of the right to sue for past infringement, to institute or continue opposition and cancellation proceedings and other legal proceedings and to recover and retain all damages and profits arising in connection with such Trademarks.

The Assignor undertakes to, upon the written request of the Assignee, execute all papers, make all rightful oaths, testify on behalf of the Assignee, and do all other acts necessary to carry out

the intent of this Trademark Assignment Agreement, as well as to provide such other material, information and/or assistance as the Assignee may consider necessary.

This Trademark Assignment Agreement shall be binding upon the parties, their successors and/or assigns, and all others acting by, through, with or under their direction and all those in privity therewith.

This Trademark Assignment Agreement is governed by, and shall be construed and interpreted in accordance with the laws of the Province of Quebec and the federal laws of Canada, applicable therein.

The parties have requested that this Agreement be drafted in English. *Les parties aux présentes ont exigé que ce contrat soit rédigé en anglais.*

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be duly executed and signed by their duly authorized officers as at the date first above written.

ASSIGNOR:

Dectron Inc.

By: 

Name: Ness Lakdawala

Title: President

ASSIGNEE:

SAS Dectron Company

By: 

Name:

Title:

[Trademark Assignment Agreement]

the intent of this Trademark Assignment Agreement, as well as to provide such other material, information and/or assistance as the Assignee may consider necessary.

This Trademark Assignment Agreement shall be binding upon the parties, their successors and/or assigns, and all others acting by, through, with or under their direction and all those in privity therewith.

This Trademark Assignment Agreement is governed by, and shall be construed and interpreted in accordance with the laws of the Province of Quebec and the federal laws of Canada, applicable therein.

The parties have requested that this Agreement be drafted in English. *Les parties aux présentes ont exigé que ce contrat soit rédigé en anglais.*

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be duly executed and signed by their duly authorized officers as at the date first above written.

**ASSIGNOR:**

**Dectron Inc.**

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


**ASSIGNEE:**

**SAS Dectron Company**

By: BS  
Name: BRAD STALLER  
Title: Authorized Representative

**Schedule "A"**

**Trademarks**

<b><u>Trademarks</u></b>	<b><u>Jurisdictions</u></b>	<b><u>Numbers</u></b>
Dry-O-Tron Leeder	Canada	TMA929232
Pool Perfect	Canada	TMA929211
ECO-TRON	Canada	TMA880157
DECTRON PURGE	Canada	TMA802549
DRY-O-TRON PURGE	Canada	TMA842200
DECTRON	Canada	TMA522500
HYPOXY	Canada	TMA451986
DECTRON INC. & Design  DECTRON INC.	Canada	TMA241349
DRY-O-TRON	Canada	TMA241784
VISI-TRON	Canada	TMA250646
DRY-O-TRON LEEDER	United States	86512512
POOL PERFECT	United States	86512539
ECO-TRON	United States	4306329
DRY-O-TRON PURGE	United States	4339035
DECTRON PURGE	United States	4339033
DECTRON	United States	3401490
DRY-O-TRON	United States	1173094