

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402241

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PoolPak Technologies		09/29/2016	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	PoolPak International LLC		
Street Address:	3491 Industrial Drive		
City:	York		
State/Country:	PENNSYLVANIA		
Postal Code:	17402		
Entity Type:	Limited Liability Company: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2650410	CLIMATEPAK	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	713-221-3306		
Email:	docketing@bracewelllaw.com		
Correspondent Name:	Constance Gall Rhebergen		
Address Line 1:	P.O. Box 61389		
Address Line 4:	Houston, TEXAS 77208-1389		
NAME OF SUBMITTER:	Constance Gall Rhebergen		
SIGNATURE:	/Constance Gall Rhebergen/		
DATE SIGNED:	10/17/2016		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, PoolPak Technologies Corporation, a corporation organized and existing under and by virtue of the laws of PENNSYLVANIA, having offices at 3491 Industrial Drive, York, Pennsylvania 17402, called "**Assignor**", owns and has used in business the following trademarks CLIMATEPAK, together with the goodwill of the business symbolized thereby and associated therewith, as well as United States Trademark Registration No. 2,650,410 issued therefore (the foregoing collectively referred to as "**the Mark**"); and

WHEREAS, PoolPak International LLC, a limited liability company organized and existing under and by virtue of the laws of PENNSYLVANIA, having offices at 3491 Industrial Drive, York, Pennsylvania 17402, called "**Assignee**", acquired all of Assignor's right, title, and interest in and to the Mark, and in and to any renewals and extensions that may be granted thereon, together with the goodwill of the business connected therewith pursuant to that certain Contribution Agreement dated November 1, 2012 (the "**Contribution Agreement**");

THEREFORE, BE IT KNOWN that for and in consideration of the mutual covenants herein contained and other good and valuable consideration, including the consideration paid to Assignor under the Contribution Agreement, the receipt of which is hereby acknowledged, the parties agree on this day, September 29, 2016 (the "**Effective Date**") as follows:

1. Assignor does hereby assign, transfer and convey to Assignee all of its right, title and interest in and to the Mark, inclusive of the goodwill of the business symbolized by the Mark, including, but not limited to, the right to use the Mark in Assignee's trade names and corporate names, and the right to sue for and be entitled to any damages relating to past or continuing infringements of the Mark, with the right to sue for and collect such damages.

2. Assignee hereby accepts the assignment of the Mark, inclusive of the goodwill of the business symbolized by the Mark, including, but not limited to, the right to use the Mark in Assignee's trade names and corporate names, and the right to sue for and be entitled to any damages for infringement of the Mark.

3. Assignor hereby authorizes and requests the Commissioner of Trademarks at the United States Patent and Trademark Office, and any similar foreign trademark authorities, to record this Assignment and hereby represents and warrants that the Assignor has the full right to convey the entire interest herein assigned.

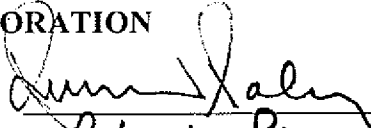
4. Assignor agrees to take whatever further action is deemed necessary or appropriate by Assignee to properly and fully effect and perfect the transfer to Assignee of the Mark, and further, to aid and assist regarding documents or information in Assignee's possession as may be requested by Assignee in proceedings regarding the Mark, throughout the world.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized officers as of the first date written above.


ASSIGNOR:

**POOLPAK TECHNOLOGIES
CORPORATION**

By: 
Name: Robert PALEY
Title: Pres

ASSIGNEE:

POOLPAK INTERNATIONAL LLC

By: 
Name: Robert PALEY
Title: Pres

[Signature Page to Trademark Assignment Agreement]