

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403955

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 International LLC		11/01/2016	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	PoolPak LLC		
Street Address:	3491 Industrial Drive		
City:	York		
State/Country:	PENNSYLVANIA		
Postal Code:	17402		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2650410	CLIMATEPAK	
Registration Number:	4911949	POOLPAK	
Registration Number:	4849163	ELECTRO-GUARD	
Registration Number:	4849162	VIRTUAL-TECH	
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:	11/01/2016		
Total Attachments: 4			
source=Project_Dutch EXECUTED_Trademark_Assignment#page1.tif			
source=Project_Dutch EXECUTED_Trademark_Assignment#page2.tif			

OP \$115.00 2650410

source=Project_Dutch EXECUTED_Trademark_Assignment#page3.tif

source=Project_Dutch EXECUTED_Trademark_Assignment#page4.tif

TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, PoolPak International LLC, a Pennsylvania limited liability company, having offices at 3491 Industrial Drive, York, Pennsylvania 17402 ("Assignor"), owns and has used in business the following trademarks in Exhibit A, together with the goodwill of the business symbolized thereby and associated therewith (the foregoing collectively referred to as "the Mark"); and

WHEREAS, PoolPak, LLC, a Delaware limited liability company, having offices at 3491 Industrial Drive, York, Pennsylvania 17402 ("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 Asset Purchase Agreement between Assignor, Robert Paley, in his capacity as seller's representative, and Assignee dated November 1, 2016 (the "Purchase 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 Purchase Agreement, the receipt of which is hereby acknowledged, the parties agree on this day November 1, 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 further action as reasonably requested 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.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized officers as of the Effective Date.

ASSIGNOR:

POOLPAK INTERNATIONAL LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

POOLPAK, LLC


By: 
Name: Richard Jasiura
Title: Chief Financial Officer

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized officers as of the Effective Date.

ASSIGNOR:

POOLPAK INTERNATIONAL LLC

By: 
Name: Robert Palen
Title: President

ASSIGNEE:

POOLPAK, LLC

By: _____
Name: _____
Title: _____

{Signature Page to Trademark Assignment Agreement}

Exhibit A To Trademark Assignment Agreement

TRADEMARKS
(U.S. Trademark Registrations and Applications)

OWNER	MARK	STATUS	REG. NO. / REG. DATE SERIAL NO. / FILING DATE
PoolPak International LLC	CLIMATEPAK	Registered	2,650,410 June 5, 2001 76/201,214 November 12, 2002
PoolPak International LLC	POOLPAK	Registered	4,911,949 March 8, 2016 86/386,724 September 5, 2014
PoolPak International LLC	ELECTRO-GUARD	Registered	4,849,163 November 10, 2015 86/389,095 September 9, 2014
PoolPak International LLC	VIRTUAL-TECH	Registered	4,849,162 November 10, 2015 86/389,081 September 9, 2014