

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM409887

<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>
Smartpool, Incorporated		10/07/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Upward Sales Limited		
<b>Street Address:</b>	Unit A, 8th Floor, Hing Win Industrial Building		
<b>Internal Address:</b>	No.110 How Ming Street		
<b>City:</b>	Kwun Tong		
<b>State/Country:</b>	HONG KONG		
<b>Entity Type:</b>	Limited Liability Company: HONG KONG		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85033865	EZ CLEAN	
<b>Serial Number:</b>	85033869	EZ FUN	
<b>Serial Number:</b>	85130803	EZ CLEAN	
<b>Serial Number:</b>	85377516	EZ LIGHT	
<b>Serial Number:</b>	85377538	EZ FUN	
<b>Serial Number:</b>	85264125	EZ HFLO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	waheedan@jariwalla.com		
<b>Correspondent Name:</b>	Waheedan Jariwalla		
<b>Address Line 1:</b>	69 Uxbridge Lane		
<b>Address Line 4:</b>	Gloucester, UNITED KINGDOM GL2 2EY		
<b>NAME OF SUBMITTER:</b>	Waheedan Jariwalla		
<b>SIGNATURE:</b>	/wj/		
<b>DATE SIGNED:</b>	12/22/2016		
<b>Total Attachments: 6</b>			
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**THIS ASSIGNMENT** is made on the 7th day of October Two Thousand and Sixteen  
**BETWEEN**

- (1) **SMARTPOOL, INCORPORATED** with its registered office situate at 687 Prospect Street, Lakewood, New Jersey 08071 (the "Assignor"); and
- (2) **UPWARD SALES LIMITED** with its registered office situate at Unit A, 8th Floor, Hing Win Industrial Building, No.110 How Ming Street, Kwun Tong, Hong Kong (the "Assignee")

**WHEREAS:-**

- (A) The Assignor is the owner of and entitled to the entire rights titles interests and all the priority rights of and in the twenty-eight (28) trademarks as defined in SCHEDULE A (hereinafter called "the Trademarks") and as described and/or claimed in any and all applications for registration of trademarks based thereon reissues thereof as well as all foreign counterparts thereof together with all Certificate of Registration issuing on any of the aforesaid applications for Certificate of Registration.
- (B) The Assignor has agreed with the Assignee for the assignment and transfer to the Assignee in and for all languages (including but not limited to computer and human languages whether now existing or subsequently developed) all of the Assignor's rights titles and interests of and in under Agreement, copyright, trademark, trade secret, trade name, service mark, service name, patent, and all other intellectual property or industrial property laws or rights of any type or nature concerning the Trademarks as aforesaid.
- (C) The foregoing Assignment of all the rights titles interests of and in the Trademarks by the Assignor to the Assignee include the priority right of and in the trademarks registration application and the priority right derived and transferred therefrom and also inclusive without reservation of any rights titles interests uses in any markets throughout the world whether now existing or subsequently arising.

**NOW THIS DEED WITNESSETH that:-**

1. In consideration of the payment to the Assignor by the Assignee of HONG KONG DOLLAR TEN ONLY (HK\$10.00) (the receipt whereof the Assignor hereby acknowledged) the Assignor **HEREBY ASSIGNS AND TRANSFERS** the Trademarks as described and/or claimed in any and all applications for Certificate of Registration based thereon including divisions continuations and reissues thereof as well as all foreign counterparts thereof together with all Certificate of Registration issuing on any of the aforesaid applications for Certificate of Registration unto the Assignee all its rights titles interests of and in the Trademarks **TO HOLD** the same unto the Assignee its successors

and assigns absolutely during the residue of the term of years for which the Trademarks are individually registered and during any extensions of the said term.

2. The transfer of the Trademarks to the Assignee in and for all languages (including but not limited to computer and human languages whether now existing or subsequently developed) all of the Assignor's rights titles and interests of and in under Agreement, copyright, trademark, trade secret, trade name, service mark, service name, patent, and all other intellectual property or industrial property laws or rights of any type or nature concerning the Trademarks as aforesaid and all the rights titles interests of and in the Trademarks by the Assignor to the Assignee include the priority right of and in the Trademarks application and the priority right derived and transferred therefrom and also inclusive without reservation of any rights titles interests uses in any markets throughout the world whether now existing or subsequently arising.
3. Upon the request of the Assignee the Assignor within reasonable time will provide at the Assignee's expense further records documents drawing and other documentation to assist the Assignee to complete the execution of trademarks application to individual trademarks office as directed by the Assignee.
4. The Assignor shall at the request of the Assignee and at the Assignee's expense perform any act or execute any document or otherwise take whatever action is necessary for the purpose of completing the assignment of the Trademarks and the registration of the Trademarks in the name of the Assignee.
5. The Assignor represents and warrants to the Assignee that the Assignor has no knowledge of any intellectual property infringement claims, lawsuits, or demands made against the Assignee arising under or in connection with the Trademarks by any third party;
6. In consideration of the Assignor assigning the Trademarks to the Assignee, the Assignee licenses to the Assignor the non-exclusive use of the Trademarks after the execution of this Agreement for as long as it takes for the Assignor to sell its existing inventory of products bearing one or more of the Trademarks.
7. The Assignee shall pay for all costs and disbursements of and incidental to this Assignment.
8. This Assignment shall be governed by the laws of the Hong Kong Special Administrative Region ("**Hong Kong**") and the parties hereto agree to submit to the non-exclusive jurisdiction of the Hong Kong Courts.


IN WITNESS whereof the parties have hereunto caused the Assignment to be duly executed the day and year first above written.




SCHEDULE A

LIST OF TRADEMARKS

Item	Trademark	Classes	Trademark Office	Application number
1	≡zchlor	1, 7, 11	OHIM	008949273
2	≡zchlor	1, 7, 11	South Africa	2011/24310 2011/24311 2011/24312
3	≡zclean	1, 7, 11	OHIM	008949562
4	≡zclean	1, 7, 11	South Africa	2011/24435, 2011/24436, 2011/24437
5	≡zclean	1, 7, 11	USPTO	85/033865
6	≡zlight	1, 7, 11	OHIM	008949463
7	≡zlight	11	South Africa	2011/24439
8	≡zfun	9, 20, 28	OHIM	008949621
9	≡zfun	9, 20, 28	South Africa	2011/24443, 2011/24444, 2011/24445

Item	Trademark	Classes	Trademark Office	Application number
10		9, 28	USPTO	85/033869
11	EZ Chlor	1, 7, 11	OHIM	008985921
12	EZ Chlor	1, 7, 11	South Africa	2011/24307 2011/24308 2011/24309
13	EZ Clean	1, 7, 11	South Africa	2011/24432, 2011/24433, 2011/24434
14	EZ Clean	1, 7, 11	USPTO	85/130803
15	EZ Light	11	OHIM	009008707
16	EZ Light	11	South Africa	2011/24438
17	EZ Light	11	USPTO	85/377516
18	EZ Fun	9, 20, 28	OHIM	009010786
19	EZ Fun	9, 20, 28	South Africa	2011/24440, 2011/24441, 2011/24442
20	EZ Fun	9, 28	USPTO	85/377538
21		6, 7, 11	OHIM	009511304
22		6	South Africa	2011/25406
23		6	USPTO	85/264125
24	Ez Hflo	6, 7, 11	OHIM	009511353
25	Ez Hflo	6	South Africa	2011/25405
26		1, 7, 11, 37	OHIM	010134518

Item	Trademark	Classes	Trademark Office	Application number
27		1, 7, 11, 37	South Africa	2011/25401, 2011/25402, 2011/25403, 2011/25404
28	Ez Care	1, 7, 11, 37	South Africa	2011/25397, 2011/25398, 2011/25399, 2011/25400

Note:

OHIM – Office for Harmonization in the Internal Market (Europe)

USPTO – United States Patent and Trademark Office