

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410649

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CUSTOM MOLDED PRODUCTS, INC.		12/30/2016	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	CUSTOM MOLDED PRODUCTS, LLC		
Street Address:	36 HERRING ROAD		
City:	NEWNAN		
State/Country:	GEORGIA		
Postal Code:	30265		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4697382	AQUA EFFECTS	
Registration Number:	4462580	BRILLIANT WONDERS	
Registration Number:	4593768	AQUAELEMENTS	
Registration Number:	4984098	AIR X	
Registration Number:	4984099	AIRNETICS	
Registration Number:	4794868	CARESSE	
Registration Number:	4666382	CMP	
Registration Number:	4666381	CMP	
Registration Number:	4666384	EVERYTHING MATTERS	
Registration Number:	4626485		
Serial Number:	87246478	NATURAL WONDERS	
Serial Number:	86767588	POOL DEFENDER	
Serial Number:	86974500	SMART SYNC	
CORRESPONDENCE DATA			
Fax Number:	7708040900		
<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:	7707090023		
Email:	lcolton@srtslaw.com		
TRADEMARK			

OP \$340.00 4697382

Correspondent Name: SMITH TEMPEL BLAHA LLC
Address Line 1: TWO RAVINIA DRIVE, SUITE 700
Address Line 4: ATLANTA, GEORGIA 30346

NAME OF SUBMITTER: LAURENCE P. COLTON

SIGNATURE: /lpcolton/

DATE SIGNED: 12/30/2016

Total Attachments: 12

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment Agreement (this "Assignment"), dated as of December 30, 2016, is made by Custom Molded Products, Inc., a Georgia corporation ("Assignor"), in favor of Custom Molded Products, LLC, a Delaware corporation ("Assignee"), in conjunction with the conversion of Assignor into Assignee as of November 21, 2013, pursuant to Section 18-214 of the Delaware Limited Liability Act (the "Conversion"), as evidenced by the Certificate of Conversion attached hereto as Attachment A.

NOW THEREFORE, the parties agree as follows:

1. Assignment. Assignor, effective November 21, 2013 pursuant to the Conversion, transferred, conveyed and/or assigned to Assignee all of its right, title and interest in Assignor's Intellectual Property, and to the extent any of Assignor's Intellectual Property was not transferred, conveyed and/or assigned pursuant to the Conversion, Assignor hereby transfers, conveys, and assigns to Assignee all of its right, title and interest in Assignor's Intellectual Property, and Assignee hereby accepts from Assignor all of Assignor's right, title and interest in Assignor's Intellectual Property, defined as and including:

a. All registered trademarks listed in the attached Schedule 1, and any other trade names, trademarks, and service marks (registered and unregistered), trade dress, and similar rights and applications (including intent to use applications) to register any of the foregoing and registrations and renewals therefor, together with all the goodwill of the business symbolized thereby;

b. All domain names and other Internet addresses or identifiers, including the domain names listed in the attached Schedule 2 to this Assignment;

c. All patents and patent applications listed in the attached Schedule 3 to this Assignment, and any other patents or applications therefor, including any continuations, divisionals, continuations-in-part or reissue of a patent applications and patents issuing thereon, industrial design registrations and applications, design rights, and inventions (each, a "Patent"); and

d. Any other Intellectual Property owned by Assignor, including (i) works of authorship (whether or not published), copyrights, designs and mask works and registrations (and any similar rights) and applications therefor (each, a "Copyright"), (ii) non-public know-how, inventions, discoveries, improvements, concepts, ideas, methods, processes, designs, plans, schematics, drawings, formulae, technical data, customer lists, specifications, research and development information, technology and product roadmaps, databases, and other confidential information or trade secrets, in each case protectable under the governmental rules of an applicable jurisdiction, excluding any Copyrights or Patents that may cover or protect any of the foregoing; (iii) computer software programs and software systems, including databases, compilations, tool sets, compilers, higher level or "proprietary" languages and related documentation and materials, whether in source code, object code or human readable form, all descriptions, flow-charts and other work product used to design, plan, organize, maintain, support or develop any of the foregoing, the technology supporting, and the contents and

audiovisual displays on any websites, and all documentation, including programmers' notes and source code annotations, user manuals and training materials relating to any of the foregoing, including any translations thereof; and (iv) any other intellectual property rights of any kind or nature.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this Assignment upon request by Assignee. Assignor shall execute any documents, files, registrations, or other similar items, as Assignee may reasonably request to ensure that the Intellectual Property is properly assigned to Assignee, or any assignee or successor thereto.

3. Successors and Assigns. The rights and obligations under this Assignment shall be transferrable by the Assignee, and shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4. Amendment. This Assignment may not be altered, modified, or amended except by a written instrument signed by each of the parties hereto.

5. Governing Law. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based on, arising out of or relating to this 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than those of the State of Delaware.

6. Counterparts. This 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 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 Assignment.

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the date first set forth above.

ASSIGNOR
CUSTOM MOLDED PRODUCTS, INC.

Accepted and Agreed
ASSIGNEE
CUSTOM MOLDED PRODUCTS, LLC

By: 
William J. Drury, President

By: 
William J. Drury, President

ATTACHMENT A
CERTIFICATE OF CONVERSION

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A GEORGIA CORPORATION UNDER THE NAME OF "CUSTOM MOLDED PRODUCTS, INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "CUSTOM MOLDED PRODUCTS, INC." TO "CUSTOM MOLDED PRODUCTS, LLC", FILED IN THIS OFFICE ON THE TWENTY-SECOND DAY OF NOVEMBER, A.D. 2013, AT 9:45 O'CLOCK A.M.

5437037 8160V

131330806

You may verify this certificate online
at <http://corp.delaware.gov> or by email at corp@delaware.gov



[Signature]
Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0918743

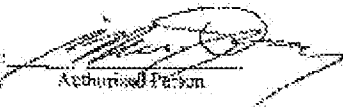
DATE: 11-22-13

State of Delaware
Secretary of State
Division of Corporations
Refiled 09:30 AM 11/28/2013
FILED 09:45 AM 11/28/2013
SRV 131533906 - 2437047 FVCR

STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A CORPORATION TO A
LIMITED LIABILITY COMPANY PURSUANT TO
SECTION 18-214 OF THE LIMITED LIABILITY ACT

- 1.) The jurisdiction where the Corporation first formed is Georgia
- 2.) The jurisdiction immediately prior to filing this Certificate is Georgia
- 3.) The date the corporation first formed is 5-2-1985
- 4.) The name of the Corporation immediately prior to filing this Certificate is Custom Molded Products, Inc.
- 5.) The name of the Limited Liability Company as set forth in the Certificate of Formation is Custom Molded Products, LLC

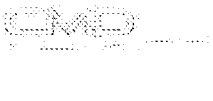

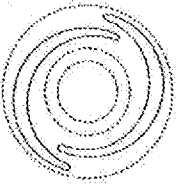
IN WITNESS WHEREOF, the undersigned has executed this Certificate on the
21st day of November, A.D. 2013

By: 
Authorized Person

Name: William Drury
Print or Type

Schedule 1

Trademarks

Mark	Country	Reg. No. or App. No.
AQUA EFFECTS	U.S.	4697382
BRILLIANT WONDERS	U.S.	4462580
AQUA ELEMENTS	U.S.	4593768
AIR X	U.S.	4984098
AIRNETICS	U.S.	4984099
CARESSE	U.S.	4794868
	U.S.	4666382
	U.S.	4666381
EVERYTHING MATTERS	U.S.	4666384
NATURAL WONDERS	U.S.	87/246,478
POOL DEFENDER	U.S.	86/767,588
SMART SYNC	U.S.	86/974,500
HALO JET 	U.S.	4626485

Schedule 2

Domain Names

Domain
aqua-basics.com
brillantwonderswaterfalls.com
brillantwonderswaterfeatures.com
c-m-p.com
caressebath.com
caressepool.com
caressespa.com
century-composites.com
centurycomposites.com
centuryfrpgrating.com
custom-molded-products.com
custom-molded-products.info
deckbubbler.com
flowskimbasket.com
ledpoolwaterfalls.com
lightedpoolwaterfalls.com
luxuryleisure.com
naturalwonderswaterfall.com
poolbubbler.com
shenandoahmfg.com

Domain
Sqrspa.com
Jointhesqrrevolution.com
airx-spa.com
Cmppool.com
Cmpbath.com
Celle.mobi
Cmp-spa.com
Custom-molded-products.info
China: www.emp.cn
China: www.gbcmp.com

Schedule 3

Patents and Patent Applications

Patents

Description and Jurisdiction	Patent #	Issue Date
Decorative Lamp ("Aqua Lamp") (US)	D562,996	2/26/2008
Cluster Jet ("Helix Cluster Jet Nozzle") (US)	D608,009	1/12/2010
Directional Nozzle ("Helix Directional Nozzle") (US)	D609,356	2/2/2010
Rotational Nozzle ("Helix Rotational Nozzle") (US)	D598,561	8/18/2009
Spa Light (Eyelid) (US)	D759,271	6/14/2016
Spa Light (Eyelid) Divisional #1 (US)	D772,443	11/22/2016
Spa Light (Eyelid) Divisional #2 (US)	D772,444	11/22/2016
Weir Door ("Fusion Weir") (US)	D755,364	5/3/2016
Jet Nozzle Insert ("Air X Multiport Face") (US)	D757,893	5/31/2016
Jet Nozzle Insert ("Air X Two-Port Face") (US)	D757,891	5/31/2016
Jet Nozzle Insert ("Air X Three-Port Face") (US)	D757,892	5/31/2016
Wall Fitting ("Air X Wall Fitting") (US)	D762,825	8/2/2016
Water Jet Housing ("Air X Jet Body") (US)	D762,868	8/2/2016
Water Jet Housing ("Air X Jet Assembly") (US)	D762,867	8/2/2016
Triple Nozzle ("Triple Roto Nozzle") (US)	D643,932	8/23/2011
Jet Body for Use with Grommets ("Grommet Jet Bodies (US)")	D751,677	3/15/2016
Jet Body for Use with Grommets ("Grommet Jet Bodies (US - Divisional #1)")	D735,303	7/28/2015

Description and Jurisdiction	Patent #	Issue Date
Jet Body for Use with Grommets ("Grommet Jet Bodies (US - Divisional #2)")	D737,413	8/25/2015
Jet Body for Use with Grommets (Europe)	002452029-001	6/20/2014
Jet Body for Use with Grommets (Europe)	002452029-002	6/20/2014
Jet Body for Use with Grommets (Europe)	002452029-003	6/20/2014
Jet Body for Use with Grommets (Europe)	002452029-004	6/20/2014
Grommet Jet Bodies (Canada)	156241	12/29/2014
Jet Body for Use with Grommets (Canada)	159997	12/29/2014
Jet Body for Use with Grommets (Canada)	159998	12/29/2014
Jet Body for Use with Grommets (Canada)	159999	12/29/2014
Jet Body for Use with Grommets (Australia)	156241	5/15/2014
Jet Body for Use with Grommets (Australia)	355516	5/15/2014
Jet Body for Use with Grommets (Australia)	355522	5/16/2014
Adjustable Water Jet Device ("Adjustable Deck Jet Nozzle") (US)	8,500,037	8/6/2013
Liquid Aroma Injector (US)	8,566,972	10/29/2013
Liquid Aroma Injector (Canada)	2,747,165	7/16/2013
Adjustable Water Jet Device ("Adjustable Wall-Mount Deck Jet") (US)	8,366,016	2/5/2013
Water Jet Housing with Internal Sleeve for Limiting Water and/or Air Flow ("Pro-Loc Jets") (US)	8,978,174	3/17/2015
Filter and Filter Handle for Use in Water Filtration Systems ("Basket Vent Handle (US)")	8,647,504	2/11/2014

Description and Jurisdiction	Patent #	Issue Date
Filter and Filter Handle for Use in Water Filtration Systems ("Basket Vent Handle (Canada)")	2,778,019	4/28/2015
Lighted Waterfall Device ("LED Pool Waterfall (original design - US)")	9,505,018	11/29/2016
Laminar Water Fountain ("LED Pool Laminar (US)")	9,441,831	9/13/2016
Pool Light Adapter Ring (US)	8,403,513	3/26/2013
Lighted Cup Holder and Lighting Method (US)	9,140,419	9/22/2015
Bulkhead Light Fitting and Lighting Method (Spa Cabinet) (US)	9,239,146	1/19/2016
Waterfall Water Jet with Debris Removing Outlet (US)	7,200,879	4/10/2007
Skirt Panel (US)	9,416,538	8/16/2016

Patent Applications

Description	App. #
Faceplate (US)	29/507,324
Faceplate (US)	29/507,796
Nozzle (US)	29/507,370
Quad Nozzle (US)	29/507,736
Handle (US)	29/507,321
Scalloped Face Guard Ring (US)	29/508,151
Water Effect Lens (US)	29/582,716

Description	App. #
Water Effect Wall Fitting (US)	29/582,764
Waterjet Face (US)	29/588,954
Installation Tool for a Water Containing Structure and Method of Use thereof (US)	62/424,491
Jet Nozzle Comprising Excluders (US)	62/438,784
Liquid Aroma Injector (US)	12/857,073
Liquid Aroma Injector (Canada)	2,747,165
Adjustable Water Jet Device ("Adjustable Wall-Mount Deck Jet") (US)	12/909,992
Clip for Providing Light to a Spa Feature ("LED Clip") (US)	14/078,005
LED Pool Waterfall (original design - PCT)	PCT/US13/65817
Lighted Waterfall Device ("LED Pool Waterfall (original design - Canada)")	2,890,141
Lighted Waterfall Device ("LED Pool Waterfall (original design - Australia)")	2013338375
Bath System with Flowing Water ("Caresse Bath System") (US)	13/837,367
System for Hydrotherapy Jet ("Air X System") (US)	14/532,731; 62/008,859 (Provisional)
Laminar Water Fountain ("LED Pool Laminar (Canada)")	2,910,690
Above Ground Pool Pump Trap Bond Retrofit Kit ("Pool Water Bond") (US)	14/527,910
Water-holding Structure Pump Trap Bond Retrofit Kit ("Pool Water Bond (Continuation In Part 1)") (US)	15/050,816
Water-Holding Structure Bonding Kit (US)	15/294,834
Lighted Waterfall Device (US)	15/339,063

Description	App. #
Jet Body for Use with Grommets (Australia)	11955/ 2014