

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423370

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sunbelt Chemicals Corp.		04/03/2017	Corporation: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	Sunbelt Pool Products, LLC		
Street Address:	71 Hargrove Grade		
City:	Palm Coast		
State/Country:	FLORIDA		
Postal Code:	32137		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2621616	RIGHT STUFF	
CORRESPONDENCE DATA			
Fax Number:	4048738501		
<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:	404-873-8500		
Email:	trademarks@agg.com		
Correspondent Name:	Arnall Golden Gregory LLP Anuj Desai		
Address Line 1:	171 17th St NW		
Address Line 2:	Suite 2100		
Address Line 4:	Atlanta, GEORGIA 30363		
ATTORNEY DOCKET NUMBER:	30242.1		
NAME OF SUBMITTER:	Anuj Desai		
SIGNATURE:	/Anuj Desai/		
DATE SIGNED:	04/12/2017		
Total Attachments: 5			
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US TRADEMARK ASSIGNMENT AGREEMENT

This US TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), effective as of April 3, 2017 (the "Effective Date"), is entered into by and between Sunbelt Chemicals Corp., a South Carolina corporation ("Assignor") and Sunbelt Pool Products, LLC, a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of April 3, 2017, (as amended, supplemented or otherwise modified from time to time, the "Asset Purchase Agreement");

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor agreed to assign to Assignee all of Assignor's right, title and interest in and to all of the trademark registrations and trademark applications listed on Schedule A hereto (the "Assigned Trademarks"); and

WHEREAS, Assignee and Assignor are desirous of executing an instrument of assignment for purposes of recording the assignment of the Assigned Trademarks with the United States Patent and Trademark Office.

NOW THEREFORE, in consideration of the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignor does hereby irrevocably sell, assign, convey and transfer to Assignee all its right, title and interest (whether statutory, common law or otherwise) in and to the Assigned Trademarks, and all goodwill associated with any of Assigned Trademarks. The foregoing assignment of the Assigned Trademarks includes the exclusive rights to (a) apply for, make filings with respect to and maintain all registrations, renewals and extensions thereof, (b) bring actions, defend against or otherwise recover for infringements and dilutions thereof, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present and future infringements or dilutions thereof, and (c) all other rights of any kind whatsoever of Assignors accruing thereunder or pertaining thereto.

2. Acknowledgment. Assignor hereby acknowledges that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor's right, title and interest in and to the Assigned Trademarks. The parties hereby acknowledge and affirm that their respective rights in and to the Assigned Trademarks are more fully set forth in the Asset Purchase Agreement. In the event of any conflict between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern.

3. Further Assurances. Assignor agrees, at Assignee's sole cost and expense, to execute and deliver such other documents and to take such other actions as Assignee may reasonably request in order to effectuate the purposes of this Assignment and to consummate the actions contemplated hereby and perfect Assignee's right, title and interest in and to the Assigned Trademarks, including the execution of any assignment agreement as may be necessary to record

and effectuate the assignment contemplated herein with the United States Patent and Trademark Office.

4. Binding Effect; Assignment. This Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns.

5. Governing Law. This Assignment shall in all respects be construed in accordance with and governed by the Laws of the State of Delaware, without regard to the conflicts of Laws provisions therein. The parties hereto further agree and consent that jurisdiction and venue for any action brought related to or arising out of this Assignment shall be the Chancery Court of the State of Delaware, and if the Chancery Court of the State of Delaware denies jurisdiction (each party hereby agreeing not to challenge the jurisdiction of the Chancery Court of the State of Delaware or appropriateness of such venue), then the other state courts or the Federal courts located in the State of Delaware.

6. Counterparts; Effectiveness. This Assignment may be executed in any number of counterparts, as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Assignment. Facsimile signatures or signatures received as a pdf attachment to electronic mail shall be treated as original signatures for all purposes of this Assignment. This Assignment shall become effective when, and only when, each Party shall have received a counterpart signed by the other Parties.

[Signature page follows.]

IN WITNESS HEREOF, this Assignment has been executed as of the date first set forth above.

ASSIGNEE:

SUNBELT POOL PRODUCTS, LLC,
a Delaware limited liability company

By: 

Name: _____

Title: _____

Mark Halperin
VP, General Counsel ; Sec.

ASSIGNOR:

SUNBELT CHEMICALS CORP.,
a South Carolina corporation

By: _____

Name: _____

Title: _____

[Signature Page to the United States Trademark Assignment Agreement]

IN WITNESS HEREOF, this Assignment has been executed as of the date first set forth above.

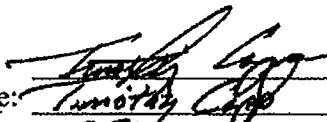
ASSIGNEE:

SUNBELT POOL PRODUCTS, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____


ASSIGNOR:

SUNBELT CHEMICALS CORP.,
a South Carolina corporation

By:  _____
Name: Timothy C. [unclear]
Title: CFO

[Signature Page to the United States Trademark Assignment Agreement]

Schedule A

<u>Trademark</u>	<u>Application/ Registration No.</u>	<u>App./ Registration Date</u>	<u>Status</u>
RIGHT STUFF USA	2621616	September 17, 2002	Registered
	1316404	January 29, 1985	Registered