

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446779

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GRAND EFFECTS, INC.		10/02/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	ZODIAC POOL SYSTEMS LLC		
Street Address:	2620 COMMERCE WAY		
City:	VISTA		
State/Country:	CALIFORNIA		
Postal Code:	92081		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87389298	GRAND EFFECTS	
CORRESPONDENCE DATA			
Fax Number:	7037125352		
<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:	7037125352		
Email:	jmiller@mcguirewoods.com		
Correspondent Name:	Joyce Miller		
Address Line 1:	1750 Tysons Blvd.		
Address Line 4:	Tysons Corner, VIRGINIA 22102		
NAME OF SUBMITTER:	Joyce Miller		
SIGNATURE:	/Joyce Miller/		
DATE SIGNED:	10/11/2017		
Total Attachments: 3			
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OP \$40.00 87389298

ASSIGNMENT OF TRADEMARKS

WHEREAS, Grand Effects, Inc. a California corporation (the "Assignor"), for good and valuable consideration paid by Zodiac Pool Systems LLC, a Delaware limited liability company (the "Assignee"), the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL, TRANSFER AND ASSIGN unto the Assignee, its successors and assigns:

A. All right, title and interest held by Assignor, in the United States and elsewhere around the world (if any), whether formally protected by way of application or registration or otherwise based at common law, any and all trademarks, trade names, service marks, logos, and trade dress, including without limitation the rights identified in Exhibit A attached hereto (hereinafter collectively and individually referred to as the "Trademarks");

B. The goodwill associated with the Trademarks ("Goodwill") of the Assignor's business transferred by Assignor to Assignee on even date herewith connected with the use of and symbolized by the said Trademarks, together with all assets that uniquely reflect the Goodwill of the Business, including but not limited to Assignor's business names, customer lists, trade secrets, corporate and other business records, license rights, advertising materials, operating manuals, methods, processes, know-how, sales literature, drawings, specifications, descriptions, and inventions (collectively, "Related Rights"); and

C. All rights to damages or profits, due or to become due, accrued or to accrue, arising out of past, present, or future infringement of said Trademarks and Related Rights or injury to said Goodwill, together with the right to sue or recover the same in the Assignor's name.

This instrument is made and delivered by Assignor pursuant and subject to the terms of a certain Asset Purchase Agreement entered into by and among Assignor, Assignee and solely with respect to certain provisions therein, each of Kevin Doud and Jan Doud, as Co-Trustees of The Doud Family Trust, dated March 31, 2004, as amended, Kevin Doud, and Jan Doud, of even date herewith (the "Purchase Agreement"). Defined terms employed herein shall have the meaning ascribed to them in the Purchase Agreement unless otherwise specifically set forth herein.

IN WITNESS WHEREOF, the Assignor has caused its duly authorized officer to sign this instrument as of the 2 day of October, 2017.

GRAND EFFECTS, INC.,
Assignor

By: Kevin Doud

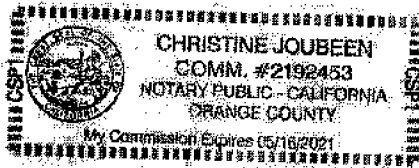
Name: Kevin Doud

Title: President

STATE OF CALIFORNIA
COUNTY OF Orange ss.:

I HEREBY CERTIFY that on this 2 day of OCT, 2017, before me, a Notary Public for the State and County aforesaid, personally appeared Kevin Doud, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and has executed the foregoing instrument for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, the day and year first above written.



[Signature]
Notary Public in and for the State of California

My commission expires: 5/16/21

EXHIBIT A

The Intellectual Property held, used or owned by Assignor, including, without limitation, those items listed on Sections 4.17(a)(ii) and (iii) of the Disclosure Schedule to the Purchase Agreement, including without limitation the name “Grand Effects” and the following:

Serial No. 87389298 – GRAND EFFECTS