

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM458505

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pentair Water Pool and Spa, Inc.		10/28/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Water Works Technologies Group, LLC		
Street Address:	4100 North Powerline Road		
Internal Address:	Suite Q-3		
City:	Pompano Beach		
State/Country:	FLORIDA		
Postal Code:	33073		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87244724	FIREFX	
CORRESPONDENCE DATA			
Fax Number:	3303764577		
<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:	3308496641		
Email:	sketler@ralaw.com		
Correspondent Name:	Suzanne K. Ketler		
Address Line 1:	Roetzel & Andress, 222 South Main Street		
Address Line 4:	Akron, OHIO 44308		
ATTORNEY DOCKET NUMBER:	067920.6367		
NAME OF SUBMITTER:	Suzanne K. Ketler		
SIGNATURE:	/Suzanne K. Ketler/		
DATE SIGNED:	01/18/2018		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** ("Assignment") is made and entered into as of October 28, 2017 ("Effective Date"), by and between **Pentair Water Pool and Spa, Inc.**, a Delaware Corporation, with a business address of 400 Regency Forest Drive, Suite 300, Cary, North Carolina, 27518 ("Assignor"), and **Water Works Technologies Group, LLC**, a Florida Limited Liability Company, with a business address of 4100 North Powerline Road, Suite Q-3, Pompano Beach, Florida, 33073 ("Assignee", together with Assignor, "the Parties").

WHEREAS, Assignor owns the trademark, the goodwill of the business associated therewith and symbolized thereby, and the U.S. Trademark Application therefor, as depicted on Exhibit A attached hereto and incorporated herein by reference (the "Trademark");

WHEREAS, Assignor desires to contribute, transfer, and assign all right, title, and interest in and to the Trademark, the goodwill of the business associated therewith and symbolized thereby, and the U.S. Application therefor, to Assignee, and Assignee desires to receive the same;

NOW THEREFORE, in consideration of the mutual covenants and promises of the Parties, and in exchange for good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. Assignor hereby contributes, transfers, and assigns to Assignee: (i) all right, title, and interest in and to the Trademark, together with the goodwill of the business associated therewith and symbolized thereby, and in connection with which the Trademark is used; and (ii) the U.S. Application for the Trademark as set forth on Exhibit A, and all extensions and renewals thereof.

2. Notwithstanding the foregoing Assignment, Assignor shall continue to handle and facilitate the prosecution and maintenance of the U.S. Trademark Application for the Trademark, and the U.S. trademark registration issuing therefrom, including the U.S. Patent & Trademark Office fees therefor and attorneys' fees associated therewith. Further, as set forth in the License Agreement between the Parties also dated as of the Effective Date, Assignor, as exclusive licensee of the Trademark, shall maintain the right, but not the obligation, to take whatever actions it deems appropriate to protect the Trademark or to halt any infringement or other violation thereof.

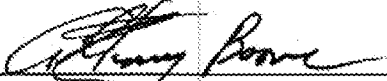
3. The Parties agree to cooperate in the recordal of this Assignment with the U.S. Patent & Trademark Office, and to execute all documents that are necessary to accomplish such recordal.

4. This Agreement may be executed in counterparts, via portable document format (PDF). Each counterpart shall be considered an original for all purposes, and all counterparts, when taken together, shall constitute one single Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to set their hands to this Agreement as of the dates set forth below.

ASSIGNOR:

PENTAIR WATER POOL AND SPA, INC.

By: 
Name: Anthony Boone
Title: Associate General Counsel
Date: October 27, 2017

ASSIGNEE:

WATER WORKS TECHNOLOGIES GROUP, LLC

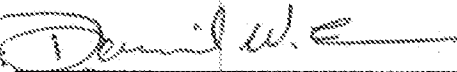
By: 
Name: David Eder
Title: Managing Member
Date: 10/28/17

EXHIBIT A

<u>Mark</u>	<u>Application No. & Date</u>	<u>Int'l Classes</u>	<u>Goods & Services</u>
FireFX	87/244,724 November 22, 2016	011	LED lights for use in ornamental water fountains.

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