

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501682

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fox Pool Corporation		12/07/2018	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Cardinal Systems, Inc.		
Street Address:	250 Route 61 South		
City:	Schuylkill Haven		
State/Country:	PENNSYLVANIA		
Postal Code:	17972		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4479094	PEN FAB	
Registration Number:	4075332	PEN FABRICATORS	
Registration Number:	4075331	CLEAN LINE	
Registration Number:	4055596	PEN FABRICATORS	
Registration Number:	3486476	FOX POOL	
Registration Number:	3819943	ULTIMATE ABOVEGROUND POOL	
Registration Number:	2038996	WATERFALL	
Registration Number:	1755324	X-BRACE	
Registration Number:	1745820	BUDDY SEAT	
Registration Number:	1224266	FOXXX LOCK-IN COVER	
Registration Number:	1207844	FOX GARD	
Registration Number:	1470667	SPORT POOL	
Registration Number:	1155888	SERVIPOOL	
Registration Number:	1106118	FOXXX	
Registration Number:	1106117	FOXXX	
Registration Number:	1116037	THE STRONGEST NAME IN POOLS	
Registration Number:	0954839	FOXXX THE STRONGEST NAME IN POOLS	
CORRESPONDENCE DATA			

CH \$440.00 4479094

Fax Number: 7172914660

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.

Phone: 717-299-5201

Email: ipdocket@barley.com

Correspondent Name: SCOTT F. LANDIS

Address Line 1: 126 EAST KING STREET

Address Line 4: Lancaster, PENNSYLVANIA 17602

ATTORNEY DOCKET NUMBER:	54164-10
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NAME OF SUBMITTER:	SCOTT F. LANDIS
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SIGNATURE:	/scott f. landis/
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DATE SIGNED:	12/12/2018
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Total Attachments: 4

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ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT

This Assignment of Intellectual Property Agreement (“Assignment”) is made and effective as of this 7th day of December, 2018 (the “Effective Date”), by and among **CARDINAL SYSTEMS, INC.**, a Pennsylvania corporation (“Assignee”) and **FOX POOL CORPORATION**, a Pennsylvania corporation (“Assignor”).

Background

A. Under the terms of a certain Asset Purchase Agreement by and among Assignee, Assignor, Fox Pool Canada Limited, a corporation incorporated under the laws of the Province of Ontario, Canada (“**Fox Canada**”), and Wexco Incorporated, the sole shareholder of Assignor and Fox Canada, dated October 26, 2018 (the “**Purchase Agreement**”), Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain of its intellectual property, and has agreed to execute and deliver this Assignment.

B. Assignor is the owner of certain intellectual property (the “**Intellectual Property**”), as more fully identified on Schedule A attached hereto, and

C. Assignor has elected to transfer all of its right, title, and interest in and to the Intellectual Property to Assignee.

AGREEMENT:

NOW, THEREFORE, in consideration of the terms and conditions set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Assignor hereby sells, assigns, and transfers unto Assignee its entire right, title, and interest in and to the Intellectual Property, together with (i) the goodwill of the business symbolized by any Intellectual Property; (ii) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to such Assignor with respect to such Intellectual Property; and (iii) and all rights to and claims for damages, restitution, and injunctive and other legal or equitable relief for past, present, or future infringement, misappropriation, or other violation of the Intellectual Property, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, and other legal representatives.

Assignor agrees that it shall execute and/or deliver any additional instrument, and shall take any additional steps, reasonably requested by Assignee in order to effect, evidence, perfect, or enforce Assignee’s rights in and to the Intellectual Property.

The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Intellectual Property. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

This Assignment is made and shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania exclusive of any conflicts of law principle that would apply the law of another jurisdiction.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed 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.

This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first above written.

“Assignee”

CARDINAL SYSTEMS, INC.

By: Debra Haase
Debra Haase, President

“Assignor”

FOX POOL CORPORATION

By: Jeffery C. Kurth
Jeffery C. Kurth, Chairman & CEO

SCHEDULE A

All right, title and interest of Assignor in all patents, trademarks, trade names, service marks and trademark applications and other intellectual property owned by Assignor used in its Business (as defined in the Purchase Agreement), including, but not limited to, (i) all licenses or other consents or approvals granted to Assignor by third parties for the use of trademarks and trade names, and (ii) the following registered trademarks and patents:

Trademarks:

COUNTRY	TRADEMARK	REGISTRATION #	ISSUE DATE	OWNER
U.S.A.	PER FAB	4478294	2/28/2014	FOX POOL CORPORATION
U.S.A.	PER FABRICATORS	4078332	12/28/2011	FOX POOL CORPORATION
U.S.A.	CLEAN LINE	4075331	11/20/2011	FOX POOL CORPORATION
U.S.A.	PER FABRICATORS	4655736	11/15/2011	FOX POOL CORPORATION
U.S.A.	FOX POOL	3488376	8/12/2008	FOX POOL CORPORATION
U.S.A.	ULTIMATE ABOVEGROUND POOL	3216993	7/11/2010	FOX POOL CORPORATION
U.S.A.	WATERFALL	2038996	2/18/1997	FOX POOL CORPORATION
U.S.A.	X-BRACE	1755324	3/22/1993	FOX POOL CORPORATION
U.S.A.	SUGGY SEAT	1745826	1/12/1993	FOX POOL CORPORATION
U.S.A.	FOXKY LOCK-IN COVER	1224766	1/12/1982	FOX POOL CORPORATION
U.S.A.	FOX GARD	1207844	9/14/1982	FOX POOL CORPORATION
U.S.A.	SPORT POOL	1470667	12/29/1987	FOX POOL CORPORATION
U.S.A.	SERVPOOL	1155888	5/26/1981	FOX POOL CORPORATION
U.S.A.	FOXKY	1168118	11/14/1978	FOX POOL CORPORATION
U.S.A.	FOXKY	1168117	11/14/1978	FOX POOL CORPORATION
U.S.A.	THE STRONGEST NAME IN POOLS	1116377	4/3/1979	FOX POOL CORPORATION
U.S.A.	FOXKY THE STRONGEST NAME IN POOLS	0894038	3/11/1975	FOX POOL CORPORATION

Patents:

U.S. Patent No. 8,959,673, granted February 24, 2015
 U.S. Patent No. 8,359,681, granted January 29, 2013
 U.S. Patent No. 7,971,286, granted July 5, 2011