

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM541865

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Aqua Products, Inc.		01/28/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Aquatron Robotic Technology, Ltd.		
<b>Street Address:</b>	Alon Tavor Industrial Zone, P.O.B. 1088		
<b>City:</b>	Afula Elite		
<b>State/Country:</b>	ISRAEL		
<b>Postal Code:</b>	18110		
<b>Entity Type:</b>	Limited Corporation: ISRAEL		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4321127	AQUABOT	
<b>Registration Number:</b>	4561332	AQUABOT	
<b>Registration Number:</b>	3125727	AQUABOT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9498519348		
<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>			
<b>Phone:</b>	949-851-0633		
<b>Email:</b>	ipdocketorangecounty@mwe.com		
<b>Correspondent Name:</b>	Sarah E. Bro - McDermott Will & Emery		
<b>Address Line 1:</b>	18565 Jamboree Road, Suite 250		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92612		
<b>ATTORNEY DOCKET NUMBER:</b>	044514-0054		
<b>NAME OF SUBMITTER:</b>	Sarah E. Bro		
<b>SIGNATURE:</b>	/sarah e. bro/		
<b>DATE SIGNED:</b>	09/20/2019		
<b>Total Attachments: 18</b>			
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## INTELLECTUAL PROPERTY TRANSFER AND LICENSE AGREEMENT

This Intellectual Property Transfer and License Agreement (the "**Agreement**"), dated as of January 28, 2019 (the "**Effective Date**"), is by and between **Aqua Products, Inc.**, a company duly incorporated and existing under the laws of Delaware and located at 25 Rutgers Avenue Cedar Grove NJ 07009 ("**Aqua Products**"), and **Aquatron Robotic Technology, Ltd.**, an Israeli company having its registered office at Alon Tavor Industrial Zone, P.O.B. 1088, Afula Elite 18110, Israel and registered in Israel under number 513942912 ("**Aquatron**").

### Recitals

As a consequence of the notified merger of Piscine Luxembourg Holdings 2 S.à r.l. and Fluidra, S.A. ("**Fluidra**") (the "**Concentration**") and pursuant to article 6(2) of Council Regulation (EC) No 139/2004, the European Commission (the "**Commission**") issued on June 27, 2018 a decision (the "**Decision**") approving the Concentration subject to certain commitments (the "**Commitments**").

The Commitments include the obligation by Aqua Products to assign to Aquatron certain assets of Aqua Products, subject to Aquatron's granting to Aqua Products certain rights (including the sublicense right described in this Agreement) to continue using such assets for the purpose of continued manufacturing of products that Aqua Products was manufacturing as of June 27, 2018.

In consideration of the covenants and conditions set forth herein, and intending to be legally bound hereby, the parties hereto agree as follows:

### 1. Definitions

In this Agreement, in addition to the definitions included elsewhere in this Agreement, the following words and expressions shall have the following meanings:

"**Aquaproducts Product Portfolio**" means all products manufactured by Aquaproducts on June 27, 2018, which, for the avoidance of doubt, does not include any product in the Aquatron Product Portfolio.

"**Aquatron Product Portfolio**" means all products manufactured by Aquatron on June 27, 2018 including Aquatron pipeline products.

"**Closing Date**" means the date on which the Closing (as defined in the Share Purchase Agreement between FLUIDRA INDUSTRY, S.A.U. and BWT Aktiengesellschaft dated November 8, 2018) is performed under the Share Purchase Agreement in accordance with its terms.

Any other term used in this Agreement drafted in capital letters shall have the meaning afforded to it in the Share Purchase Agreement between FLUIDRA INDUSTRY, S.A.U. and BWT Aktiengesellschaft dated November 8, 2018.

2. **Assignment of Transferred IP.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the terms and conditions of this Agreement, Aqua Products irrevocably hereby conveys, transfers and assigns to Aquatron, and Aquatron hereby accepts, effective as of the Effective Date, Aqua Products' entire right, title and interest in and to the Transferred IP for Aquatron's own use and enjoyment, and for the use and enjoyment of Aquatron's successors, assigns or other legal representatives. The "**Transferred IP**" means:

- (a) the patents that are used to manufacture the Aquatron Product Portfolio as set forth in Exhibit A and all issuances, divisionals, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Aquaproducts Patents**”);
- (b) the trademark registrations and applications in the territories as set forth in Exhibit B and all issuances, extensions, and renewals thereof (the “**Aquabot Trademarks**”) and all other intellectual property rights relating to, required or useful for the Aquabot product line as existing on the Closing Date;
- (c) all rights of any kind whatsoever of Aqua Products accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; and
- (d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing.

**3. Price for the Transferred IP.**

In consideration for the assignment of the Transferred IP, on the Closing Date, Aquatron will pay to Aqua Products the total amount of US \$ 97,914.70.

**4. Further Assurances and Assistance.**

- (a) Aqua Products will, from time to time after the Effective Date, at Aquatron’s reasonable request and without further consideration, execute and deliver such further instrumentation of transfer and assignment or take such other actions as may be reasonably necessary to give effect to the transactions contemplated hereby, including the execution and delivery of any affidavits, declarations, oaths, exhibits, specimens and other documentation as reasonably required to give effect to this Agreement (in particular to duly assign the Transferred IP).
- (b) The parties will use best efforts to ensure that the Transferred IP are registered in favor of Aquatron in the relevant register as soon as possible.
- (c) To the extent legally possible, for all Transferred IP (but limited to the second anniversary from the Effective Date with respect to the Aquabot Trademarks), including each registered patent, patent application, trademark registration, and trademark application, Aquatron will (i) prepare, file, and prosecute each application; (ii) maintain all registrations, including registered patents and trademark registrations; (iii) not allow any Transferred IP to be canceled, withdrawn, or rejected, or to otherwise lapse; and (iv) pay all fees and expenses associated with the activities set forth in this Section 4(c).
- (d) If Aquatron becomes aware of any potential infringement or misappropriation of the Transferred IP, or has a declaratory judgment action alleging invalidity or non infringement, or seeking any other determination or disposition, of the Transferred IP brought against it, Aquatron shall promptly provide written notice to Aqua Products of the alleged infringement, misappropriation or declaratory judgment action, as applicable. In addition, Aquatron shall bring suit or defend a declaratory judgment action and control the conduct thereof, including settlement, to stop infringement or misappropriation of the Transferred IP, as determined by an independent patent (or other intellectual property, as applicable) attorney engaged by Aquatron and reasonably

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acceptable to Aqua Products. Aquatron shall hold Aqua Products free, clear, and harmless from any and all costs and expenses of the suit, including attorneys' fees. However, Aquatron shall not be liable to the extent that (i) BWT Aktiengesellschaft is entitled to a corresponding claim against FLUIDRA INDUSTRY, S.A.U. (or any of its Affiliates) under the Share Purchase Agreement or (ii) Aquatron is entitled to a corresponding claim against Aqua Products under this Agreement.

**5. Pipeline Platform.**

- (a) On Closing Date, Aqua Products will deliver Aquatron copies of all know-how and technical documentation relating to the "[CONFIDENTIAL]" pipeline project currently being developed by Aqua Products (the "**Pipeline Platform**").
- (b) Upon completion (or discontinuation, if applicable) of development of the Pipeline Platform, Aqua Products will do a second delivery to Aquatron of copies of all know-how and technical documentation related to the Pipeline Platform so long as this second delivery occurs no later than prior to the launch by Fluidra (as defined above) of the first electric pool cleaner based on the Pipeline Platform for the United States market;
- (c) The second delivery of the know-how and technical documentation relating to the Pipeline Platform described in paragraph (b) of this Section 5 will include a royalty-free and perpetual license granted by Fluidra or the Affiliated Undertaking (as defined in paragraph 6(b) of Section 6 below) (as applicable) to Aquatron to relevant intellectual property rights (excluding trademarks and brands) held by Fluidra or its Affiliated Undertakings (as applicable) at the point of time of the second delivery that are necessary to enable Aquatron
  - (i) to use the results of the Pipeline Platform project for any future electric pool cleaner Aquatron may market in the European Economic Area, and
  - (ii) to manufacture, on an exclusive basis for the European Economic Area market, electric pool cleaners based on the Pipeline Platform with the same technical features as the electric pool cleaner Fluidra plans to launch based on this platform for the United States market.
- (d) Aqua Products shall ensure the delivery of the copies of all know-how and technical documentation stated in paragraphs (a) and (b) of this Section 5 by Fluidra and its Affiliated Undertakings (as applicable).
- (e) (i) The parties shall not directly or indirectly publish, disseminate or otherwise disclose, deliver or make available to any person the information related to the Pipeline Project (the "**Confidential Information**") and shall use the Confidential Information solely for the purpose described in paragraph (c) above (the "**Purpose**") or for such other purposes as may be agreed between the parties in writing. The parties may only disclose Confidential Information to persons within its organization who have a need to receive such Confidential Information for the Purpose.
  - (ii) In the event a party would be required to disclose Confidential Information to any public or governmental authority or by order of a competent jurisdiction court, such party must obtain, to the extent permitted under applicable law, the respective other party's

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consent as to allow such party to take all possible measures to limit the scope of such disclosure.

(iii) Each party shall use, and shall cause its employees, officers, directors, shareholders, members, managers, agents and representatives to use, at least that standard of care with respect to protecting Confidential Information that it uses to protect its own proprietary and confidential information (but in no event less than reasonable care).

(iv) Each party expressly undertakes to hold the respective other party and its Affiliated Undertakings harmless from any breach of the obligations of its confidentiality obligation, willful misconduct or culpable or negligent action or omission in relation to the Confidential Information of any of its employees, officers, directors, shareholders, members, managers, agents or representatives.

**6. Aquatron License Grant.**

- (a) Subject to paragraph (b) of this Section 6, Aquatron hereby grants to Aqua Products a worldwide, non-exclusive, royalty-free, perpetual license to make, have made, use, sell, offer for sale, reproduce, modify, create derivative works based on and otherwise exploit, and to do any act that would otherwise infringe Aquatron's rights in the Aquaproducts Patents, for the purpose of Aqua Products' manufacturing the Aquaproducts Product Portfolio and products based on the Pipeline Platform provided the product development under the Pipeline Platform was completed; but for any products based on the Pipeline Platform for which the product development under the Pipeline Platform was discontinued or any other product manufactured or to be manufactured by Aqua Products or any of its Affiliated Undertakings (as defined in paragraph (b) below), such licence shall be on FRAND terms to be agreed between the parties.
- (b) Subject to the terms of this Agreement, Aquatron hereby grants to Aqua Products the right to sublicense the Aquaproducts Patents to the following affiliated entities for the purpose of manufacturing, selling, using and otherwise exploiting their products:
- (i) Fluidra; and
  - (ii) undertakings controlled by Fluidra, whereby the notion of control shall be interpreted pursuant to Article 3 of the Merger Regulation and in the light of the Commission Consolidated Jurisdictional Notice under Council Regulation (EC) No 139/2004 on the control of concentrations between undertakings (each an "**Affiliated Undertaking**");

such sub-licenses to Fluidra or to any such Affiliated Undertaking to terminate upon such Affiliated Undertaking losing its status of an Affiliated Undertaking of Fluidra. Any other sublicensing is excluded.

- (c) Subject to paragraph (d) of this Section 6, Aquatron hereby grants to Aqua Products a non-exclusive, royalty-free license to use the Aquabot Trademarks and all other intellectual property rights relating to, required or useful for the Aquabot product line as existing on the Closing Date until the second anniversary from the Effective Date to sell the Aquaproducts Product Portfolio but only in the United States.

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- (d) Subject to the terms of this Agreement, Aquatron hereby grants to Aqua Products the right to sublicense all or any of its licensed rights to and under the Aquabot Trademarks and all other intellectual property rights relating to, required or useful for the Aquabot product line as existing on the Closing Date to the following affiliated entities:
- (i) Fluidra; and
  - (ii) Affiliated Undertaking of Fluidra;

such sub-licenses to Fluidra or to any such Affiliated Undertaking to terminate upon such Affiliated Undertaking losing its status of an Affiliated Undertaking of Fluidra. Any other sublicensing is excluded.

- (e) Subject to paragraph (f) of this Section 6, Aquatron hereby grants to Aqua Products a worldwide, non-exclusive, royalty-free perpetual license to make, have made, use, sell, offer for sale, reproduce, modify, create derivative works based on and otherwise exploit, and to do any act that would otherwise infringe Aquatron's rights in the patents owned by Aquatron as listed in Exhibit C to this Agreement (the "**Aquatron Patents**"), for the purpose of Aqua Products' manufacturing, selling, using, and otherwise exploiting the Aquaproducts Product Portfolio and products based on the Pipeline Platform provided the product development under the Pipeline Platform was completed; but for any products based on the Pipeline Platform for which the product development under the Pipeline Platform was discontinued or any other product manufactured or to be manufactured by Aqua Products or any of its Affiliated Undertakings, such license shall be on FRAND terms to be agreed between the parties.
- (f) Subject to the terms of this Agreement, Aquatron hereby grants to Aqua Products the right to sublicense the Aquatron Patents to the following affiliated entities for the purpose of manufacturing, selling, using, and otherwise exploiting their products:
- (i) Fluidra; and
  - (ii) Affiliated Undertaking of Fluidra;

such sub-licenses to Fluidra or to any such Affiliated Undertaking to terminate upon such Affiliated Undertaking losing its status of an Affiliated Undertaking of Fluidra. Any other sublicensing is excluded.

7. **Mutual Warranties.** Each party represents and warrants to the other that:

- (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it was organized;
- (b) it has the full right, authority and power to enter into this Agreement and to grant transfers and the licenses herein free and clear of any encumbrances and/or obligations to third parties; and
- (c) the party's execution, delivery, and performance of this Agreement will not violate the provisions of any other agreement to which it is bound.

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8. **Aqua Products' Warranties.** Aqua Products represents and warrants to Aquatron that:
- (a) Exhibit A sets out all patents owned by Aquaproducts on June 27, 2018 that are used to manufacture the Aquaquatron Product Portfolio; and
  - (b) Exhibit B sets out all trademark registrations and applications in relation to the Aquabot Trademarks that are owned by Aquaproducts and currently used by the Fluidra group to market the Aquatron Product Portfolio.

9. **Miscellaneous.**

- (a) Expenses. Each party will bear its own costs and expenses in connection with the negotiation, preparation, execution and performance of this Agreement and the consummation of the transactions contemplated herein. However, any expenses in connection with the registration of the Transferred IP in the name of Aquatron will be borne by Aqua Products.
- (b) Taxes. Aqua Products will pay all sales, use, value added tax, excise and other transfer taxes and charges applicable to the transfer and the transfer of the Transferred IP to Aquatron as contemplated by this Agreement.
- (c) Notices. All notices under this Agreement will be delivered personally, sent by nationally recognized express courier or sent by certified or registered mail, return receipt requested, to the recipient party's address shown below or another address previously specified by notice in compliance with this Section. Notices will be deemed effective on personal receipt, two days after dispatch if sent as required by courier and four days after deposit in the mail if mailed as required by mail.

If to Aqua Products, to:

2882 Whiptail Loop East, Suite 100, Carlsbad, CA 92010| United States  
Attention: David D. McKenery / VP General Counsel & Secretary  
E-mail address: david.mckenery@zodiac.com

If to Aquatron, to:

Alon Tavor Industrial Zone, P.O.B. 1088, Afula Elite 18110, Israel  
Attention: Benzion Torem / Sole Director & General Manager  
E-mail address: btorem@aquatron.co.il

or to such other address or facsimile number for Aqua Products or Aquatron as will be specified in a notice given in accordance with this Section 8(c).

- (d) Amendment and Modification. This Agreement may not be amended or supplemented in any respect except through a written agreement signed by both parties' duly authorized representatives.
- (e) Interpretation. The parties have participated jointly in the negotiation and drafting of this Agreement. If ambiguity or any question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring either party by virtue of the authorship of any

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provisions of this Agreement. References to and mentions of the word "including" or the phrase "e.g." means "including, without limitation."

- (f) Counterparts. This Agreement may be executed in separate counterparts, each of which when executed and delivered will be deemed to be an original but both of which taken together will constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other means of electronic transmission will be as effective as delivery of a manually executed counterpart.
- (g) Entire Agreement; Third Party Beneficiaries. This document constitutes the complete and final expression of the parties' agreement about its subject matter and supersedes all prior or contemporaneous, written or oral, communications or understandings about such subject matter. Nothing in this Agreement, express or implied, is intended to confer upon any person or entity other than Aquatron, Aqua Products or their successors and permitted assigns, any rights or remedies under or by reason of this Agreement.
- (h) Severability. If any term or other provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, all other conditions and provisions of this Agreement will nevertheless remain in full force and effect.
- (i) Governing Law. This Agreement and any dispute arising out of, relating to, or in connection with this Agreement, will be governed and construed in accordance with the laws of the State of Delaware applicable to contracts to be made and performed entirely therein without giving effect to the principles of conflicts of law thereof or of any other jurisdiction.
- (j) Dispute Resolution Mechanism.
- (a) In the event that Aquatron makes a claim against the Aqua Products in relation to the Agreement in connection to the execution of the Commitments, Aquatron may invoke the dispute settlement procedure described below:
  - (i) Aquatron shall notify Aqua Products and the Monitoring Trustee of its request in writing and specify the reasons why it believes that Aqua Products is failing to comply with the Agreement. Aqua Products shall use its best efforts to resolve all differences of opinion and to settle all disputes of which it has been notified through co-operation and consultation within a reasonable period of time, not to exceed fifteen (15) business days after receipt of the request.
  - (ii) The Monitoring Trustee shall present its own proposal for resolving the dispute within eight (8) business days, specifying in writing the action, if any, to be taken by Aqua Products to ensure compliance with the Agreement, and be prepared, if requested, to facilitate the settlement of the dispute.
  - (iii) Should Aqua Products and Aquatron fail to resolve their differences of opinion through cooperation and consultation, Aquatron may initiate the arbitration process described below. The arbitration process shall be used only to resolve disputes regarding compliance with the Agreement.
  - (iv) To initiate the arbitration process, Aquatron shall give written notice to the Aqua Products nominating an arbitrator and stating the specific nature of the claim, the factual basis of its position and the relief requested. Aqua Products shall appoint

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another arbitrator within fourteen (14) calendar days after receipt of the written notice. The arbitrators so appointed shall appoint a third arbitrator to be president of the arbitral tribunal within seven (7) calendar days after both arbitrators have been nominated. Should Aqua Products fail to nominate an arbitrator, or if the two arbitrators fail to agree on the president, the default appointment(s) shall be made by the International Chamber of Commerce ("ICC"). The three-person arbitral tribunal shall herein be referred to as the "**Arbitral Tribunal.**"

- (v) The dispute shall be finally resolved by arbitration under the ICC Rules of Arbitration, with such modifications or adaptations as foreseen herein (the "**Rules**"). The arbitration shall be conducted in Paris, in the English language.
- (vi) The procedure shall be a fast-track procedure. For this purpose, the Arbitral Tribunal shall shorten all applicable procedural time-limits under the Rules as far as appropriate in the circumstances.
- (vii) The Arbitral Tribunal shall, as soon as practical after the confirmation of the Arbitral Tribunal, hold an organisational conference to discuss any procedural issues with the parties to the arbitration. Terms of reference shall be drawn up and signed by the parties to the arbitration and the Arbitral Tribunal at the organisational meeting or thereafter and a procedural time-table shall be established by the Arbitral Tribunal. An oral hearing shall, as a rule, be established within two (2) months of the confirmation of the Arbitral Tribunal.
- (viii) In order to enable the Arbitral Tribunal to reach a decision, it shall be entitled to request any relevant information from Aqua Products or Aquatron, to appoint experts and to examine them at the hearing, and to establish the facts by all appropriate means. The Arbitral Tribunal is also entitled to ask for assistance by the Monitoring Trustee in all stages of the procedure if the parties to the arbitration agree.
- (ix) The arbitrators shall agree in writing to keep any confidential information and business secrets disclosed to them in confidence. The Arbitral Tribunal may take the measures necessary for protecting confidential information in particular by restricting access to confidential information to the Arbitral Tribunal, the Monitoring Trustee and outside counsel and experts of the opposing party.
- (x) The burden of proof in any dispute governed under the Rules shall be as follows:
  - (A) Aquatron must produce evidence of a prima facie case;
  - (B) if Aquatron does so, the Arbitral Tribunal must find in favour of Aquatron unless the Aqua Products can produce evidence to the contrary.
- (xi) The Commission shall be allowed and enabled to participate in all stages of the procedure by:
  - (A) receiving all written submissions (including documents and reports, etc.) made by the parties to the arbitration;
  - (B) receiving all orders, interim and final awards and other documents exchanged by the Arbitral Tribunal with the parties to the arbitration (including terms of reference and procedural time-table);

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- (C) filing any Commission amicus curiae briefs; and
  - (D) being present at the hearing(s) and being allowed to ask questions to parties, witnesses and experts.
- (xii) The Arbitral Tribunal shall forward, or shall order the parties to the arbitration to forward, the documents mentioned to the Commission without delay.
  - (xiii) In the event of disagreement between the parties to the arbitration regarding the interpretation of the Commitments, the Arbitral Tribunal shall inform the Commission, and may seek the Commission's interpretation of the Commitments before finding in favour of any party to the arbitration and shall be bound by the Commission's interpretation.
  - (xiv) The Arbitral Tribunal shall decide the dispute on the basis of the Commitments and the Decision. The Commitments shall be construed in accordance with Council Regulation (EC) No 139/2004, EU law and general principles of law common to the legal orders of the Member States without a requirement to apply a particular national system. The Arbitral Tribunal shall take all decisions by majority vote.
  - (xv) Upon request of Aquatron, the Arbitral Tribunal may make a preliminary ruling on the dispute. The preliminary ruling shall be rendered within one (1) month after the confirmation of the Arbitral Tribunal, shall be applicable immediately and, as a rule, remain in force until a final decision is rendered.
  - (xvi) The Arbitral Tribunal shall, in the preliminary ruling as well as in the final award, specify the action, if any, to be taken by Aqua Products to comply with the Agreement vis-à-vis Aquatron. The final award shall be final and binding on the parties to the arbitration and shall resolve the dispute and determine any and all claims, motions or requests submitted to the Arbitral Tribunal. The arbitral award shall also determine the reimbursement of the costs of the successful party and the allocation of the arbitration costs. In case of granting a preliminary ruling or if otherwise appropriate, the Arbitral Tribunal shall specify that terms and conditions determined in the final award apply retroactively.
  - (xvii) The final award shall, as a rule, be rendered within three (3) months after the confirmation of the Arbitral Tribunal. The time-frame shall, in any case, be extended by the time the Commission takes to submit an interpretation of the Commitments if asked by the Arbitral Tribunal.
  - (xviii) The parties to the arbitration shall prepare a non-confidential version of the final award, without business secrets. The Commission may publish the non-confidential version of the award.

Nothing in the above-described arbitration procedure shall affect the powers of the Commission to take decisions in relation to the Commitments in accordance with its powers under the Council Regulation (EC) No 139/2004 and the Treaty on the Functioning of the European Union.

(b) Except when section (a) of this Section 8.(j) is applicable, each party hereby (i) expressly and irrevocably submits to the exclusive personal jurisdiction of any state or federal court located within the State of Delaware for all claims or actions arising out of this Agreement or any of the transactions

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contemplated hereby, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court and (iii) agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated hereby in one of the foregoing courts; provided that each of the parties may bring any action or proceeding for enforcement of a judgment entered by any such court in any other court or jurisdiction.

- (k) Specific Performance. Each party agrees that the failure of any other party to perform its agreements and covenants hereunder will cause irreparable damage to the other party and that the other party would not have any adequate remedy at law in such event. Accordingly, each party will be entitled to seek injunctive or other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement.
- (l) Assignment. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
- (m) Headings. Headings of the articles and sections of this Agreement are for convenience of the parties only and will be given no substantive or interpretative effect whatsoever.
- (n) Waivers. Any failure of a party to comply with any obligation, covenant, agreement or condition herein may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition will not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

[Signature Page to Follow]

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Each of Aqua Products and Aquatron has caused this Agreement to be signed and delivered by its duly authorized representative.

**Aqua Products, Inc.**

By: \_\_\_\_\_



Name: Carlos Franquesa Castrillo

Title: Vice-President

**Aquatron Robotic Technology, Ltd.**

By: \_\_\_\_\_



Name: Benzion Torem




Title: Sole Director

**Exhibit A**  
**Aquaproducts Patents**



Assignor to	Country	Application Status	Patent/Pub. Number	Issue Date	Priority Date	Applic.	Division
AQUAPRODU	US	Granted	6099558	8/16/00	29/Sep/98	APPARATUS AND METHOD OF OPERATION FOR HIGH-SPEED SWIMMING POOL CLEANER	AQUAPRODUCTS/AQUATRON
AQUAPRODU	ES	Granted	0900750	28/Feb/07	29/Sep/98	APPARATUS AND METHOD OF OPERATION FOR HIGH-SPEED SWIMMING POOL CLEANER	AQUAPRODUCTS/AQUATRON
AQUAPRODU	FR	Granted	0900750	28/Feb/07	29/Sep/98	APPARATUS AND METHOD OF OPERATION FOR HIGH-SPEED SWIMMING POOL CLEANER	AQUAPRODUCTS/AQUATRON
AQUAPRODU	IT	Granted	0900750	28/Feb/07	29/Sep/98	APPARATUS AND METHOD OF OPERATION FOR HIGH-SPEED SWIMMING POOL CLEANER	AQUAPRODUCTS/AQUATRON
AQUAPRODU	DE	Granted	0900750	28/Feb/07	29/Sep/98	APPARATUS AND METHOD OF OPERATION FOR HIGH-SPEED SWIMMING POOL CLEANER	AQUAPRODUCTS/AQUATRON
AQUAPRODU	IL	Granted	131899	7/Nov/10	29/Sep/98	APPARATUS AND METHOD OF OPERATION FOR HIGH-SPEED SWIMMING POOL CLEANER	AQUAPRODUCTS/AQUATRON
AQUAPRODU	US	Granted	6212725	10/Apr/01	29/Sep/98	SEGMENTED BRUSH ASSEMBLY FOR POWER DRIVEN POOL CLEANER	AQUATRON
AQUAPRODU	US	Granted	6446494	10/Sep/02	7/Nov/00	CABLE UNCOILING DEVICE FOR ROBOTIC POOL CLEANER	AQUAPRODUCTS/AQUATRON
AQUAPRODU	ES	Granted	1207594	30/Aug/06	7/Nov/00	CABLE UNCOILING DEVICE FOR ROBOTIC POOL CLEANER	AQUAPRODUCTS/AQUATRON
AQUAPRODU	FR	Granted	1207594	30/Aug/06	7/Nov/00	CABLE UNCOILING DEVICE FOR ROBOTIC POOL CLEANER	AQUAPRODUCTS/AQUATRON
AQUAPRODU	IT	Granted	1207594	30/Aug/06	7/Nov/00	CABLE UNCOILING DEVICE FOR ROBOTIC POOL CLEANER	AQUAPRODUCTS/AQUATRON
AQUAPRODU	US	Granted	6615918	9/Nov/04	15/Oct/01	POOL CLEANING METHOD AND APPARATUS (PROGRAMMED POOL CLEANER)	AQUATRON
AQUAPRODU	ES	Granted	1302511	1/Dec/04	15/Oct/01	POOL CLEANING METHOD AND APPARATUS (PROGRAMMED POOL CLEANER)	AQUATRON
AQUAPRODU	FR	Granted	1302511	1/Dec/04	15/Oct/01	POOL CLEANING METHOD AND APPARATUS (PROGRAMMED POOL CLEANER)	AQUATRON
AQUAPRODU	ES	Granted	1512810	29/Nov/02	13/Oct/01	POOL CLEANING METHOD AND APPARATUS (PROGRAMMED POOL CLEANER)	AQUATRON
AQUAPRODU	FR	Granted	1512810	29/Nov/02	13/Oct/01	POOL CLEANING METHOD AND APPARATUS (PROGRAMMED POOL CLEANER)	AQUATRON
AQUAPRODU	US	Granted	7627643	9/Nov/10	25/Jan/99	AUTOMATED SWIMMING POOL CLEANER WITH PROJECTING PIVOT MEMBERS FOR CHANGING DIRECTION OF MOVEMENT AT ADJACENT SIDE WALL	AQUATRON
AQUAPRODU	ES	Granted	1022411	30/Mar/05	25/Jan/99	AUTOMATED SWIMMING POOL CLEANER WITH PROJECTING PIVOT MEMBERS FOR CHANGING DIRECTION OF MOVEMENT AT ADJACENT SIDE WALL	AQUATRON
AQUAPRODU	FR	Granted	1022411	30/Mar/05	25/Jan/99	AUTOMATED SWIMMING POOL CLEANER WITH PROJECTING PIVOT MEMBERS FOR CHANGING DIRECTION OF MOVEMENT AT ADJACENT SIDE WALL	AQUATRON
AQUAPRODU	IT	Granted	1022411	30/Mar/05	25/Jan/99	AUTOMATED SWIMMING POOL CLEANER WITH PROJECTING PIVOT MEMBERS FOR CHANGING DIRECTION OF MOVEMENT AT ADJACENT SIDE WALL	AQUATRON
AQUAPRODU	US	Granted	8505142	13/Aug/13	11/Sep/08	ADJUSTABLE INTAKE PORT FOR SUMMERSIBLE POOL AND TANK CLEANER	AQUATRON/AQUAPRODUCTS
AQUAPRODU	AU	Granted	2015206739	29/Nov/15	10/Oct/12	ADJUSTABLE INTAKE PORT FOR SUMMERSIBLE POOL AND TANK CLEANER	AQUATRON/AQUAPRODUCTS
AQUAPRODU	CN	Granted	10371336	30/Mar/16	10/Oct/12	ADJUSTABLE INTAKE PORT FOR SUMMERSIBLE POOL AND TANK CLEANER	AQUATRON/AQUAPRODUCTS
AQUAPRODU	DE	Granted	2581525	6/Dec/17	14/Oct/11	ADJUSTABLE INTAKE PORT FOR SUMMERSIBLE POOL AND TANK CLEANER	AQUATRON/AQUAPRODUCTS
AQUAPRODU	ES	Granted	2581525	6/Dec/17	14/Oct/11	ADJUSTABLE INTAKE PORT FOR SUMMERSIBLE POOL AND TANK CLEANER	AQUATRON/AQUAPRODUCTS
AQUAPRODU	FR	Granted	2581525	6/Dec/17	14/Oct/11	ADJUSTABLE INTAKE PORT FOR SUMMERSIBLE POOL AND TANK CLEANER	AQUATRON/AQUAPRODUCTS
AQUAPRODU	US	Granted	8590090	26/Nov/13	11/Sep/08	ADJUSTABLE INTAKE PORT FOR SUMMERSIBLE POOL AND TANK CLEANER	AQUATRON/AQUAPRODUCTS
AQUAPRODU	US	Granted	9203199	1/Dec/15	15/Mar/13	WATERPROOF SEPARABLE SWIVEL CONNECTOR	AQUATRON/AQUAPRODUCTS
AQUAPRODU	EP	Published	14769862.9	na	15/Mar/15	WATERPROOF SEPARABLE SWIVEL CONNECTOR	AQUAPRODUCTS/AQUATRON
AQUAPRODU	ZA	Granted	2015007707	22/Feb/17	15/Mar/15	WATERPROOF SEPARABLE SWIVEL CONNECTOR	AQUAPRODUCTS/AQUATRON
AQUAPRODU	US	Granted	9716338	25/Jul/17	15/Mar/15	WATERPROOF SEPARABLE SWIVEL CONNECTOR	AQUAPRODUCTS/AQUATRON
AQUAPRODU	US	Granted	6584417	20/May/03	4/Jan/01	CYLINDRICAL BRUSH WITH LOCKING PIN	AQUAPRODUCTS/AQUATRON






**Exhibit B**

**Aquabot Trademarks**

<b>Jurisdiction</b>	<b>Trademark</b>	<b>App. Date</b>	<b>App. No.</b>	<b>Reg. Date</b>	<b>Reg. No.</b>	<b>Int'l Class</b>
United States	AQUABOT	August 26, 2012	85713129 /	April 16, 2013	4321127	(Int'l Class: 07) automated swimming pool cleaning units
United States	AQUABOT (Stylized) 	June 11, 2013	85957149 /	July 1, 2014	4561332	(Int'l Class: 07) automatic swimming pool cleaners and parts therefor
United States	AQUABOT and Design 	August 3, 2004	78461462 /	August 8, 2006	3125727	(Int'l Class: 11) swimming pool water cleaning units
Canada	AQUABOT	July 2, 2013	1633418 /	May 25, 2016	TMA938862	(Int'l Class: 7) Goods: (1) Cleaning machines for pools; sweeping machines for pools; robot-type swimming pool cleaning machines; underwater swimming pool cleaning machines
Canada	AQUABOT and Design 	June 28, 2013	1633174 /	May 24, 2016	TMA938645	(Int'l Class: 7) Goods: (1) Cleaning machines for pools; sweeping machines for pools; robot-type swimming pool cleaning machines;



Jurisdiction	Trademark	App. Date	App. No.	Reg. Date	Reg. No.	Int'l Class
						underwater swimming pool cleaning machines.
International Registration (WIPO) Designating: Australia, EUIPO, Mexico, Russia	AQUABOT	October 26, 2011	1111377 ✓	October 26, 2011	1111377	(Int'l Class: 07) Automatic vacuum cleaners.
International Registration (WIPO) Designating: China, EUIPO, Israel, Mexico, Russia	aquabot and Design 	January 21, 2016	1328586 ✓	January 21, 2016	1328586	(Int'l Class: 07) Automatic cleaning apparatus for pool floors.
International Registration (WIPO) Designating: Australia, EUIPO, Mexico	Aquabot and Design 	June 13, 2013	1171549 ✓	June 13, 2013	1171549	(Int'l Class: 07) Automatic cleaning apparatus for pool floors.
Spain	AQUABOT	October 18, 2011	M3002230 ✓	January 18, 2012	M3002230	(Int'l Class: 07) clean automatic bottoms.
Spain	AQUABOT and Design 	June 6, 2013	M3078710 ✓	October 4, 2013	M3078710	(Int'l Class: 07) automated equipment cleaning pools funds.
Spain	AQUABOT and Design	January 20, 2016	M3595296 ✓	May 19, 2016	M3595296	(Int'l Class: 07) Automatic cleaning apparatus for pool floors.

Jurisdiction	Trademark	App. Date	App. No.	Reg. Date	Reg. No.	Int'l Class
						
Spain	AQUABOT and Design 	March 25, 2013	M3069063 ✓	August 23, 2013	M3069063	(Int'l Class: 08) tools to clean pools manually operated.
South Africa	AQUABOT	January 19, 2016	2016/01062 ✓			(Int'l Class: 07) Automated swimming pool cleaning units
Argentina	AQUABOT	March 18, 2013	3232990 ✓	May 26, 2014	2650569	(Int'l Class: 07) Only: automated cleaning apparatus for funding pools.
Argentina	AQUABOT and Design 	March 18, 2013	3232991 ✓	May 26, 2014	2650570	(Int'l Class: 11) Only: pool cleaner.
Brazil	AQUABOT	March 15, 2013	840452306 ✓	December 29, 2015	840452306	(Int'l Class: 07) Automatic cleaning machines for pools.
Brazil	AQUABOT and Design 	March 15, 2013	840452292 ✓	March 15, 2016	840452292	(Int'l Class: 07) Electric pool cleaners.
Chile	AQUABOT and Design 	June 10, 2013	1061600 ✓	January 22, 2014	1074203	(Int'l Class: 07) automatic cleaning machines for pools.

**Exhibit C**  
**Aquatron Patents**

Case Number	Country	Application Status	Priority Number	Issue Date	Priority Date	Pub Number	Pub Date	App Title	Division
AT110001	IL	Granted	217093	01/10/2015 0:00	19/12/2011	217093	30/06/2015 0:00	AUTOMATIC POOL CLEANER FOR CLEANING A POOL WITH MINIMUM POWER CONSUMPTION AND METHOD THEREOF	AQUATRON
AT120001	EP	Published	na	na	19/12/2011	2807373	26/06/2013 0:00	AUTOMATIC POOL CLEANER FOR CLEANING A POOL WITH MINIMUM POWER CONSUMPTION AND METHOD THEREOF	AQUATRON
AT120002	IL	Published	na	na	02/08/2011	214419D	30/11/2011 0:00	POOL CLEANER WITH BRUSH	AQUATRON
AT120003	ES	Granted	2374687	18/12/2012 0:00	18/10/2011	2374687A1	23/02/2012 0:00	ROBOT PARA LIMPIAR PISCINAS	AQUATRON
AT140001	US	Published	na	na	07/01/2014	20180155849	07/06/2018 0:00	FILTER FOR SWIMMING POOL CLEANER SWIMMING POOL CLEANER WITH BACKWASH SYSTEM Brezer backwash	AQUATRON
AT140001	AU	Granted	2014274646	29/03/2018 0:00	07/01/2014	2014274646	23/07/2015 0:00	Swimming pool cleaner Brezer backwash	AQUATRON
AT140001	DE	Published	na	na	07/01/2014	2014274645	23/07/2015 0:00	Brezer backwash	AQUATRON
AT140001	DE	Granted	2835478	13/04/2016 0:00	07/01/2014	2014274645	23/07/2015 0:00	Swimming pool cleaner Brezer dirt detector	AQUATRON
AT140001	DE	Granted	2835478	13/04/2016 0:00	07/01/2014	2835478	25/02/2015 0:00	Brezer backwash Swimming pool cleaner	AQUATRON
AT140001	EP	Granted	2835478	13/04/2016 0:00	07/01/2014	2835478	25/02/2015 0:00	Swimming pool cleaner Brezer dirt detector	AQUATRON
AT140001	EP	Granted	2835478	13/04/2016 0:00	07/01/2014	2835478	25/02/2015 0:00	Brezer backwash Swimming pool cleaner	AQUATRON
AT140001	FR	Granted	2835478	13/04/2016 0:00	07/01/2014	2835478	25/02/2015 0:00	Swimming pool cleaner Brezer dirt detector	AQUATRON
AT140001	FR	Granted	2835478	13/04/2016 0:00	07/01/2014	2835478	25/02/2015 0:00	Brezer backwash Swimming pool cleaner	AQUATRON
AT140001	FR	Granted	2835478	13/04/2016 0:00	07/01/2014	2835478	25/02/2015 0:00	Swimming pool cleaner Brezer dirt detector	AQUATRON
AT140001	GB	Granted	2835478	13/04/2016 0:00	07/01/2014	2835478	25/02/2015 0:00	Brezer backwash Swimming pool cleaner	AQUATRON
AT140001	GB	Granted	2835478	13/04/2016 0:00	07/01/2014	2835478	25/02/2015 0:00	Swimming pool cleaner Brezer dirt detector	AQUATRON
AT140001	US	Granted	9506262	29/11/2016 0:00	07/01/2014	2821584	25/02/2015 0:00	Brezer backwash Swimming pool cleaner	AQUATRON
AT140001	US	Granted	9886856	20/02/2018 0:00	07/01/2014	2015191927	09/07/2015 0:00	Brezer backwash	AQUATRON
AT160005	US	Published	na	na	07/01/2014	2015191925	09/07/2015 0:00	SWIMMING POOL CLEANER WITH BACKWASH SYSTEM Brezer backwash	AQUATRON
AT160005	EP	Published	na	na	10/09/2016	2018004836	15/02/2018 0:00	CONCURRENT OPERATION OF MULTIPLE ROBOTIC POOL CLEANERS	AQUATRON
AT170001	US	Published	na	na	17/01/2017	3282072	14/02/2018 0:00	CONCURRENT OPERATION OF MULTIPLE ROBOTIC POOL CLEANERS	AQUATRON
AT170001	IL	Published	na	na	17/01/2017	20180135925	17/05/2018 0:00	Method and device for remotely controlling robot pool cleaning	AQUATRON
AT170001	EP	Published	na	na	17/01/2017	256401	31/01/2018 0:00	Method and device for remotely controlling robot pool cleaning	AQUATRON
AT170002	WO	Published	na	na	17/01/2017	3346743	18/07/2018 0:00	Method and device for remotely controlling robot pool cleaning	AQUATRON
AT170002	US	Pending	na	na	08/09/2016	WO2017218784	21/12/2017 0:00	Navigation of robotic pool cleaner	AQUATRON
AT170003	US	Pending	na	na	na	na	na	Not public, related to navigation	AQUATRON
AT180001	US	Pending	na	na	na	na	na	Not public, related to directional control of robotic pool cleaners	AQUATRON
AT180001	US	Pending	na	na	na	na	na	Not public, related to robot's filtration	AQUATRON
AT180002	IL	Pending	na	na	na	na	na	Not public, related to robot functionalities with stairs	AQUATRON
AT180003	US	Pending	na	na	na	na	na	Not public, related to robot's water treatment capabilities	AQUATRON