

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570359

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shasta Industries, Inc.		04/02/2020	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	Pentair Water Pool and Spa, Inc.		
Street Address:	5500 Wayzata Blvd, Suite 900		
City:	Golden Valley		
State/Country:	MINNESOTA		
Postal Code:	55416		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	88134399	QUIKBRITE	
Registration Number:	5823161	QUIKCIRC	
Registration Number:	5384075	QUIKPURE3	
Registration Number:	5504024	A	
Registration Number:	2162646	QUIK SKIM	
Registration Number:	1698964	QUIKCLEAR	
CORRESPONDENCE DATA			
Fax Number:	6127661600		
<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:	6127667000		
Email:	tcamesignature@faegredrinker.com		
Correspondent Name:	Sarah Bartlett/Sarah House		
Address Line 1:	90 South Seventh Street		
Address Line 2:	2200 Wells Fargo Center		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	429281.19		
NAME OF SUBMITTER:	Sarah M. House		
SIGNATURE:	/Sarah M House/		
DATE SIGNED:	04/03/2020		

OP \$165.00 88134399

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), is entered into as of April 2, 2020, by and between Shasta Industries, Inc., an Arizona corporation ("Seller") and Pentair Water Pool and Spa, Inc., a Delaware corporation ("Purchaser"). Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (defined below).

BACKGROUND

A. Reference is made to the Asset Purchase Agreement (the "Purchase Agreement"), dated as of the date hereof by and between Purchaser and Seller, and solely with respect to certain sections, the Key Shareholders.

B. Pursuant to the Purchase Agreement and subject to the terms and conditions set forth therein, Seller has agreed to sell, convey, transfer, assign and deliver to Purchaser, and Purchaser has agreed to purchase and acquire from Seller, all Seller's right, title and interest to the Purchased Assets, including the Acquired Intellectual Property.

C. The parties now desire to execute and deliver this Agreement in connection with the Closing of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. **Acquired Intellectual Property.** Seller hereby sells, conveys, transfers, assigns and delivers to Purchaser, and Purchaser hereby purchases and acquires from Seller, all of Seller's right, title and interest in and to the Acquired Intellectual Property free and clear of all Liens other than Permitted Liens, including the Acquired Intellectual Property listed in Exhibit A hereto, together with all goodwill associated therewith and all trademark registrations, applications and renewals in connection therewith, all rights in and under the Acquired Intellectual Property to the fullest extent allowed by law as fully as Seller would have held the same in the absence of this assignment, and all claims for damages by reason of past, present or future infringement, dilution or misappropriation of the foregoing, with the right to sue for and collect the same.

2. **Subject to Purchase Agreement.** This Agreement is being delivered and executed pursuant to the Purchase Agreement and is subject to all the terms and conditions of the Purchase Agreement. No provision of this Agreement shall be deemed to enlarge, alter or amend the terms or provisions of the Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

3. **Counterparts.** This Agreement may be executed and delivered (including by facsimile or portable document format (PDF) transmission) in two or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed and delivered will be deemed to be an original but all of which taken together will constitute one and the same agreement.

4. **Governing Law.**

a. This Agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement will be governed by the laws of the State of Delaware, without giving effect to any choice or conflict of laws, provisions or rules that would cause the application of laws of any jurisdiction other than the State of Delaware.

b. Each of the parties hereto irrevocably submits to the exclusive jurisdiction and venue of the state or federal courts located in Delaware, in any action or proceeding arising out of, or relating to, this Agreement, irrevocably consents to the service of process by registered mail or personal service and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court, and agrees not to bring any action or proceeding arising out of, or relating to, this Agreement in any other court unless and until the foregoing court renders a final order that it lacks, and cannot acquire, the necessary jurisdiction, and either all appeals have been exhausted or the order is no longer appealable. Each of the parties hereto irrevocably waives, to the fullest extent permitted by applicable Law, any defense of inconvenient forum to the maintenance of any action or proceeding so brought, any objection which it may have or hereafter have as to personal jurisdiction, the laying of the venue of any such action or proceeding brought in any such court and waives any bond, surety or other security that might be required of any other party with respect thereto.

c. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment Agreement as of the date first written above.

PURCHASER:

PENTAIR WATER POOL AND SPA, INC.

By: _____

Name:

Title:

SELLER:

SHASTA INDUSTRIES, INC.

By: 

Name: Jeff Ast

Title: President

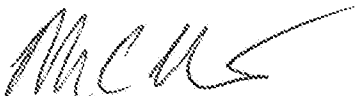
[Signature Page to Trademark Assignment Agreement]

**TRADEMARK
REEL: 006907 FRAME: 0746**

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment Agreement as of the date first written above.

PURCHASER:

PENTAIR WATER POOL AND SPA, INC.

By: 

Name: Mark C. Borin

Title: Director

SELLER:

SHASTA INDUSTRIES, INC.


By: _____

Name:

Title:

[Signature Page to Trademark Assignment Agreement]

EXHIBIT A
TRADEMARKS

Trademark	Application Number	Filing Date	Registration Number	Registration Date	Country
QUIKBRITE	88/134,399	September 27, 2018	N/A	N/A	U.S.
QUIKCIRC	88/042,721	July 18, 2018	5,823,161	July 30, 2019	U.S.
QuikCirc	N/A	N/A	1,453,204	January 10, 2019	Int'l
QUIKPURE3	87/392,557	March 30, 2017	5,384,075	January 23, 2018	U.S.
A (and Design) 	87/284,588	December 29, 2016	5,504,024	June 26, 2018	U.S.
QUIK SKIM	75/132,816	July 11, 1996	2,162,646	June 2, 1998	U.S.
QUIKCLEAN	74/200,137	September 3, 1991	1,698,964	July 7, 1992	U.S.
QUIKCLEAN	773569	September 18, 1998	773569	September 18, 1998	Australia
QuikCirc	1993234	January 10, 2019	N/A	N/A	Australia
A & A MANUFACTURING	9060120	April 30, 2018	9060120	April 30, 2018	Arizona