

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM606486

<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>
SCP Distributors LLC		10/01/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NAMCO Pools LLC		
<b>Street Address:</b>	30 Waterchase Drive		
<b>City:</b>	Rocky Hill		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06067		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1757811	SAF-T-SHOCK	
<b>Registration Number:</b>	1864126	PROLINE	
<b>Registration Number:</b>	1908079	BQ	
<b>Registration Number:</b>	2826977	BLUE CROSS	
<b>Registration Number:</b>	4659198	ARCTIC ELITE	
<b>Registration Number:</b>	4666488	MINERAL MAGNET	
<b>Registration Number:</b>	4666487	JUMBO SLO-POKE	
<b>Registration Number:</b>	4666489	P.D.Q. TABS	
<b>Registration Number:</b>	4666490	SLO-TABS	
<b>Registration Number:</b>	4670457	STAIN-A-WAY	
<b>Registration Number:</b>	4684100	WINTER TABS	
<b>Registration Number:</b>	4662955	RE-NU-IT	
<b>Registration Number:</b>	4670506	SANI SHOCK 2	
<b>Registration Number:</b>	4691221	BLACKALGAE ELIMINATOR	
<b>Registration Number:</b>	4691222	MUSTARD ALGAE ELIMINATOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7168535199		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

OP \$390.00 1757811

TRADEMARK

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 7168535100  
**Email:** aolek@lippes.com  
**Correspondent Name:** Andrew J. Olek  
**Address Line 1:** 50 Fountain Plaza, Suite 1700  
**Address Line 4:** Buffalo, NEW YORK 14202

<b>NAME OF SUBMITTER:</b>	Andrew J. Olek
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<b>SIGNATURE:</b>	/AJO/
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<b>DATE SIGNED:</b>	11/03/2020
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**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of October 1, 2020, is made by SCP Distributors LLC ("**Seller**"), a Delaware limited liability company, located at 109 Northpark Boulevard, Covington Louisiana 70433, in favor of NAMCO Pools LLC ("**Buyer**"), a Delaware limited liability company, located at 30 Waterchase Drive, Rocky Hill, Connecticut 06067, the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer and Seller dated as of December 8, 2017 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) 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; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or

other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark 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 Trademark 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 Trademark Assignment.

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

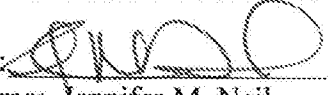
6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Assignment as of the date first written above.

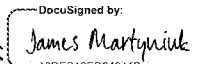
**SELLER:**

SCP DISTRIBUTORS LLC

By:   
Name: Jennifer M. Neil  
Title: Vice President

**BUYER:**

NAMCO POOLS LLC

By: DocuSigned by:   
Name: James Martyniuk  
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

**SCHEDULE 1****Assigned Trademarks**

Trademark Registrations:

<b><u>MARK</u></b>	<b><u>REGISTRATION NUMBER</u></b>
SAF-T-SHOCK	1757811
PROLINE	1864126
BQ	1908079
BLUE CROSS	2826977
ARCTIC ELITE	4659198
JUMBO SLO-POKE	4666487
MINERAL MAGNET	4666488
P.D.Q. TABS	4666489
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