

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM709022

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hachik Distributors, Inc.		12/22/2021	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Heritage Pool Supply Group, Inc.		
Street Address:	7440 S. Hwy 121		
City:	McKinney		
State/Country:	TEXAS		
Postal Code:	75070		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	6341877	SPLASHPRO	
Registration Number:	6029632	ULTRATHERM	
Registration Number:	5602774	CRYSTALPRO	
Registration Number:	5499541	HIGHFLO	
Registration Number:	5482772	MASTERPRO	
Registration Number:	5482758	SANDMASTER	
Registration Number:	5482757	DUALFLO	
Registration Number:	5482755	SANDSTAR	
Registration Number:	4995989	SUNGUARD	
Registration Number:	4937251	SPLASHPRO	
Registration Number:	4123119	SUNBURST	
Registration Number:	5068939	AQUA GUARD POOL SYSTEMS	
Registration Number:	4883783	AQUA GUARD POOL SYSTEMS	
Registration Number:	3380489	SUNGUARD	
Registration Number:	3404420	SUNGUARD	
CORRESPONDENCE DATA			
Fax Number:	2148558200		
<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>			

OP \$390.00 6341877

Phone: 2148558000
Email: chris.andersen@nortonrosefulbright.com
Correspondent Name: Linda M. Merritt
Address Line 1: 2200 Ross Avenue, Suite 3600
Address Line 2: Norton Rose Fulbright US LLP
Address Line 4: Dallas, TEXAS 75201-7932

ATTORNEY DOCKET NUMBER: 1000234757

NAME OF SUBMITTER: Chris Andersen

SIGNATURE: /chris andersen/

DATE SIGNED: 02/16/2022

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective as of December 22, 2021 (the "Effective Date"), by Hachik Distributors, Inc., a Pennsylvania corporation ("Assignor") and Heritage Pool Supply Group, Inc., a Delaware corporation ("Assignee").

RECITALS

WHEREAS, in connection with that certain Asset Purchase Agreement dated as of December 10, 2021, by and among Assignor and Assignee and certain other parties (the "Asset Purchase Agreement"), Assignor is to sell, convey, assign, transfer and deliver to Assignee all of Assignor's right, title and interest in and to the trademarks and trademark registrations listed on the attached Exhibit A (the "Trademarks"); and

WHEREAS, Assignee desires to obtain and receive all of Assignor's right, title, and interest in the Trademarks according to the terms of this Assignment and the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably sells, conveys, assigns and transfers to Assignee, its successors, assigns and legal representatives, the entire world-wide right, title and interest in and to the Trademarks, free and clear of any liens, including, without limitation, all associated goodwill with and symbolized by the Trademarks, all applications, renewals, registrations, substitutions, extensions and foreign counterparts thereof, and all other corresponding rights that are or may be secured under the laws of the United States, any foreign country or jurisdiction or any multilateral organization, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, all claims for damages and the right to sue for, collect, settle or release any past, present or future infringement of any of the Trademarks. Assignor does hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America or equivalent authority elsewhere in the world to record this assignment.

2. Assistance. From time to time, as and when requested by Assignee, Assignor shall execute and deliver, or cause to be executed and delivered, all documents and instruments and shall take all other actions as Assignee may reasonably request to consummate the transactions contemplated by this Assignment. Further, at Assignee's expense, Assignor and its successors and assigns shall testify in any legal proceedings, sign all lawful papers, make all lawful oaths, and perform all lawful acts reasonably necessary and proper to vest title to the Trademarks in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce proper protection for the Trademarks.

3. Counterparts. This Assignment may be executed in two or more counterparts (including by facsimile or portable document format (pdf)) for the convenience of the parties hereto, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment as of the Effective Date.

ASSIGNOR:

HACHIK DISTRIBUTORS, INC.

By: Nanette Zakian

Name: Nanette Zakian

Title: President

ASSIGNEE:

HERITAGE POOL SUPPLY GROUP, INC.

By: DocuSigned by:
Dustin Gunderson
A8481BF422D6422...

Name: Dustin Gunderson

Title: Vice President

[Signature Page to Trademark Assignment]

TRADEMARK

[REEL: 007637 FRAME: 0238 69ff00ed

Exhibit A
Trademarks

Trademark:	Jurisdiction	Registration No
SPLASHPRO	U.S.	6341877
ULTRATHERM	U.S.	6029632
CRYSTALPRO	U.S.	5602774
HIGHFLO	U.S.	5499541
MASTERPRO	U.S.	5482772
SANDMASTER	U.S.	5482758
DUALFLO	U.S.	5482757
SANDSTAR	U.S.	5482755
SUNGUARD	U.S.	4995989
SPLASHPRO	U.S.	4937251
SUNBURST	U.S.	4123119
AQUA GUARD POOL SYSTEMS	U.S.	5068939
AQUA GUARD POOL SYSTEMS	U.S.	4883783
SUNGUARD	U.S.	3380489
SUNGUARD	U.S.	3404420