

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM758927

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Halco Lighting Technologies, LLC		05/31/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Hayward Industries, Inc.		
Street Address:	400 Connell Drive, Suite 6100		
City:	Berkeley Heights		
State/Country:	NEW JERSEY		
Postal Code:	07922		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3918126	SOLLOS	
Registration Number:	5157662	DECOSTRAND	
Registration Number:	5746297	J&J ELECTRONICS A HALCO LIGHTING TECHNOL	
CORRESPONDENCE DATA			
Fax Number:	6176079336		
<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:	617-449-6561		
Email:	lshyavitz@mccarter.com		
Correspondent Name:	Lori J. Shyavitz		
Address Line 1:	McCarter & English, LLP		
Address Line 2:	265 Franklin Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	137408-20898		
NAME OF SUBMITTER:	Lori J. Shyavitz		
SIGNATURE:	/Lori J. Shyavitz/		
DATE SIGNED:	10/03/2022		
Total Attachments: 10			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Assignment Agreement") is duly made, executed and delivered as of May 31, 2022, by and between Hayward Industries, Inc., a New Jersey corporation ("Assignee"), J&J Electronics, LLC, a California limited liability company ("J&J") and Halco Lighting Technologies, LLC, a Delaware limited liability company ("Halco" and, together with J&J, the "Assignors"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement, dated as of the date hereof (as amended or otherwise modified from time to time, the "Purchase Agreement"), by and among Assignee and the Assignors.

RECITALS:

A. Pursuant to, and subject to the terms and conditions of, the Purchase Agreement, each Assignor desires to sell, convey, transfer, deliver and assign to Assignee all of its right, title, and interest in and to the Purchased Intellectual Property including the Purchased Intellectual Property listed on Exhibit A hereto.

B. Pursuant to the Purchase Agreement, the execution and delivery of this Assignment Agreement is a condition precedent to the closing of the transactions contemplated by the Purchase Agreement.

C. Each Assignor is willing to assign all right, title, and interest it has in and to the Purchased Intellectual Property owned by, licensed to, or used or held for use by such Assignor on the terms and subject to the conditions set forth in this Assignment Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignors and Assignee agree as follows:

1. Assignment. Effective as of the date hereof, each Assignor hereby irrevocably sells, conveys, transfers, delivers and assigns to Assignee, its successors and assigns, in perpetuity, all of such Assignor's worldwide right, title, and interest in and to all Purchased Intellectual Property including the following (collectively the "Assigned IP"):

- a. the patents and patent applications listed in Exhibit A and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof;
- b. the trademark registrations, trademark applications, and domain names listed in Exhibit A and all issuances, extensions and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, all the Trademarks provided that, with respect to the United States intent-to-use trademark applications listed in Exhibit A, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer, for the Assignor who is the owner of such application, of such Assignor's business or that portion of such Assignor's business to which the trademark that is the subject of such application, pertains and that business is ongoing and existing;
- c. all rights of any kind whatsoever of Assignors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

- 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; and
- e. 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 Assurances. The Assignors shall provide Assignee, its successors and assigns with all such assistance as it may reasonably request, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other document, as may be necessary to effect, evidence, perfect, confirm or give full effect the assignment of the Assigned IP granted in Section 1 above. Each Assignor acknowledges and agrees that Assignee or any of Assignee's Affiliates may record and perfect this Assignment Agreement at the sole cost of Assignee, and each Assignor shall reasonably cooperate therewith. Each Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdiction to record and register this Assignment Agreement upon request by Assignee. Without limiting the foregoing, Assignors will do all things necessary, proper or advisable to reasonably assist Assignee in transferring all domain names that are Assigned IP, including as applicable, placing each of the domain names in "unlocked" status and provide to Assignee the Internet domain name registrars' transfer authorization codes for each of the domain names and any other information required to effectuate the transfer of Assignors' right, title and interest in the domain names to Assignee. The Assignors shall not assert any right, title or interest in or to any of the Assigned IP and shall not use any of the Assigned IP except as otherwise expressly authorized by Assignee in writing.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that 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.

4. Controlling Law and Jurisdiction. This Assignment Agreement shall be construed in accordance with and governed by the laws of the State of New York notwithstanding its conflict of laws provisions and be subject to the governing law, jurisdiction and venue and waiver of jury trial provisions in Sections 7.11 and 7.12 of the Purchase Agreement.

5. Entire Agreement; Amendment. This Assignment Agreement, together with Exhibit A attached hereto, the Purchase Agreement and the other agreements contemplated thereby, constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede any and all other understandings and agreements, either oral or written, between the parties hereto with respect to such subject matter. This Assignment Agreement may not be altered, amended or modified, except by written instrument signed by the parties hereto.

6. Non-Waiver of Rights. The failure of a party hereto to enforce any of the provisions of this Assignment Agreement or any rights with respect thereto shall in no way be considered to be a waiver of such provisions or rights or in any way affect the validity of this Assignment Agreement. In

order to be enforceable, a waiver must be in writing and signed by the party against whom the waiver is to be enforced. The failure of any party to exercise any of said provisions or rights shall not preclude or prejudice such party from later enforcing or exercising the same or any other provisions or rights that it may have under this Assignment Agreement.

7. Headings. The headings and captions used in this Assignment Agreement are intended and shall for all purposes be deemed to be for convenience only and shall have no force or effect whatsoever in the interpretation of this Assignment Agreement.

8. Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original instrument and will become binding when each of the counterparts has been signed by each of the parties and delivered to the other parties. The exchange by the parties of copies of this Agreement and executed signature pages hereto by facsimile or other electronic transmission shall constitute effective execution and delivery of the Agreement and may be used in lieu of the original thereof for all purposes. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought.

9. Invalid Provisions. If any term, provision, covenant or condition of this Assignment Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the parties desire the remainder of the provisions to remain in full force and effect and not to be affected, impaired or invalidated.

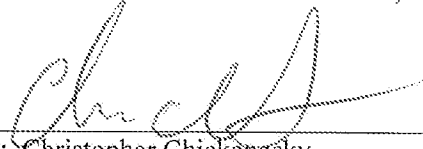
[SIGNATURE PAGE FOLLOWS]

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

ASSIGNORS:

HALCO LIGHTING TECHNOLOGIES, LLC

By:



Name: Christopher Chickanosky

Title: Chief Executive Officer

I&J ELECTRONICS, LLC

By:

Name: John Collins

Title: Vice President and Assistant Treasurer

ASSIGNEE:

HAYWARD INDUSTRIES, INC.

By:

Name:

Title:

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 007859 FRAME: 0503

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ASSIGNORS:

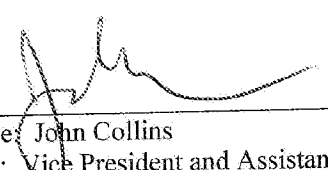
HALCO LIGHTING TECHNOLOGIES, LLC

By:

Name: Christopher Chickanosky
Title: Chief Executive Officer

J&J ELECTRONICS, LLC

By:



Name: John Collins
Title: Vice President and Assistant Treasurer

ASSIGNEE:

HAYWARD INDUSTRIES, INC.

By:

Name:
Title:

[Signature Page to Intellectual Property Assignment Agreement]

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ASSIGNORS:

HALCO LIGHTING TECHNOLOGIES, LLC

By: _____
Name:
Title:

J&J ELECTRONICS, LLC

By: _____
Name:
Title:

ASSIGNEE:

HAYWARD INDUSTRIES, INC.

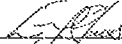
By:  _____
Name: Eifion Jones
Title: Chief Financial Officer

EXHIBIT A

Assigned IP

See attached.

SCHEDULE 2.1(f)

Purchased Intellectual Property

1. See Attachment 2.1(f).
2. All copyrights owned and created by or on behalf of Halco for use primarily in the Business, including, without limitation, packaging designs, user manuals, instructions, and other similar works.
4. The mobile application developed pursuant to the following agreement:
 - a. Independent Contractor Service Agreement, Confidentiality, Agreement, and Intellectual Property Assignment, dated December 16, 2016, by and between J&J Electronics, LLC and Saritasa, LLC.

Attachment 2.1(f)

Reference Number	Record Type	Status	Country	Application Number	Application Filing Date	Patent Number	Patent Date Granted	Trademark Serial #	Registration Number	Registration Date	Trademark Image	Description/Title	Trademark Goods & Services
2H14.1-041	Patent	ISSUED	United States	11/403,567	04/12/2006	7821212	10/26/2010					NETWORKABLE CONTROLLERS FOR LED LIGHTING	
2H14.1-082	Patent	ISSUED	United States	11/316,419	12/21/2005	7494244	02/24/2009					SERIALLY CONTROLLABLE LED LED LIGHTING SYSTEMS AND METHODS USEABLE FOR REPLACEMENT OF UNDERWATER NICHE LIGHTS AND OTHER APPLICATIONS	
2H14.1-091	Patent	ISSUED	United States	15/794,743	10/26/2017	10166659	12/25/2018					LIGHTING SYSTEM CONTROLLER CONFIGURED TO BE REMOTELY CONTROLLED VIA A BLUETOOTH-ENABLED WIRELESS DEVICE FOR CONTROLLING OUTDOOR LED LIGHTING	
2H14.1-100	Patent	ISSUED	United States	29/582,286	10/26/2016	D825491	08/14/2018					Lighting Controller	
2H14.1-111	Patent	ISSUED	United States	16/182,128	11/06/2018	10,791,61	09/29/2020		1			LIGHT EMITTING DIODE (LED) LAMP WITH WIRELESS CONTROLLER	
2H14.1-121	Patent	e-Office Action Received	United States	16/285,498	02/26/2019							COLOR-CHANGING OUTDOOR LIGHT WITH REDUCED-LEVEL WHITE MODE	

2H14.3-270	Trademark Registered United States	03/25/2010	77/968,816	3,918,126	02/08/2011	SOLOS	SOLOS	011 - Landscape lighting fixtures
2H14.3-280	Trademark Registered United States	02/08/2016	86/900,911	5,157,662	03/07/2017	DECONSTRAND	DECONSTRAND	011 - electric light strings
2H14.3-420	Trademark Registered United States	02/19/2003	76/490,594	3,077,086	04/04/2006	COLOGLO	COLOGLO	011 - Electric indoor and outdoor lights; anc lighting systems comprised of electric indoor and outdoor lights, optical fiber and 009 - electronic controller for operating light emitting diodes for interior and exterior lighting
2H14.3-430	Trademark Registered United States	09/08/2005	78/709,166	3,126,903	08/08/2006	INTELLIGLO	INTELLIGLO	011 - Electric indoor and outdoor lights; and lighting systems comprised of electric indoor and outdoor lights, optical fiber and 011 - LED lamps and LED light fixtures
2H14.3-440	Trademark Registered United States	10/12/2004	76/615,888	3,151,366	10/03/2006	COLOR SPLASH	COLOR SPLASH	011 - Electric indoor and outdoor lights; and lighting systems comprised of electric indoor and outdoor lights, optical fiber and 011 - LED lamps and LED light fixtures
2H14.3-460	Trademark Registered United States	07/07/2013	86/003,591	4,566,735	07/15/2014	PUREWHITE	PUREWHITE	011 - LED lamps and LED light fixtures
2H14.3-470	Trademark Registered United States	10/07/2014	86/416,755	4,743,362	05/26/2015	PUREWHITE	PUREWHITE	011 - LED lamps and LED light fixtures
2H14.3-480	Trademark Registered United States	08/04/2017	87/556,079	5,746,297	05/07/2019	J&J Electronics	J&J ELECTRONICS A HALCO LIGHTING TECHNOLOGIES COMPANY	011 - LED lamps; LED light fixtures; luminaries
2H14.4-270 CA	Trademark Registered Canada	04/13/2016	1777166	TMA1,017,59	03/19/2019	SOLOS	SOLOS	011 - landscape lighting fixtures