

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM816321

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	05/14/2021		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ASP Franchising, LLC		05/31/2023	Limited Liability Company: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pool Water Holdings, LLC		
<b>Street Address:</b>	7120 Samuel Morse Drive, Suite 300		
<b>City:</b>	Columbia		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21046		
<b>Entity Type:</b>	Limited Liability Company: GEORGIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5948176	AMERICA'S SWIMMING POOL CO.	
<b>Registration Number:</b>	3876563	ASP AMERICA'S SWIMMING POOL COMPANY	
<b>Registration Number:</b>	6192905	CLEAN WATER MATTERS	
<b>Registration Number:</b>	5981226	CLEAN WATER MATTERS	
<b>Registration Number:</b>	4995867	POOLOPS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3036073600		
<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>	303-607-3665		
<b>Email:</b>	trademark@faegredrinker.com		
<b>Correspondent Name:</b>	Emily A. Bayton		
<b>Address Line 1:</b>	Faegre Drinker Biddle & Reath LLP		
<b>Address Line 2:</b>	1144 15TH Street, Suite 3400		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>ATTORNEY DOCKET NUMBER:</b>	516549.5		
<b>NAME OF SUBMITTER:</b>	Tom Ryan		
<b>SIGNATURE:</b>	/Tom Ryan/		

CH \$140.00 5948176

<b>DATE SIGNED:</b>	06/09/2023
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**Total Attachments: 4**  
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source=ASP Franchising Assignment LLC#page4.tif

## NUNC PRO TUNC TRADEMARK ASSIGNMENT

This NUNC PRO TUNC TRADEMARK ASSIGNMENT (the “Trademark Assignment”), dated *nunc pro tunc* effective as of May 14, 2021, by and between ASP Franchising, LLC, a Georgia limited liability company having a business address of 3986 Lake Street, Macon, Georgia 31210, (“Assignor”), and Pool Water Holdings, LLC a Georgia limited liability company having a business address of 7120 Samuel Morse Drive, Suite 300, Columbia, MD, 21046 (“Assignee”) (collectively referred to as the “Parties”).

WHEREAS, pursuant to the Omnibus Closing Date Transfer Agreement between the Parties and certain other Transferors and Transferees party thereto, dated May 14, 2021 (the “Agreement”), Assignor has Transferred all right, title and interest in and to its Conveyed IP (as defined by reference therein) throughout the world, including any and all trademarks, service marks, and registrations and applications for the same listed on the attached Schedule 1 (collectively referred to as the “Trademarks”), and all goodwill connected with the use of or symbolized by the Trademarks;

WHEREAS, pursuant to the Agreement, Assignee has acquired all right, title and interest in and to Assignor’s Conveyed IP, including the Trademarks, and such acquisition was not recorded in the United States Patent and Trademark Office (“USPTO”) due to a clerical error; and

WHEREAS, this Trademark Assignment is intended to confirm the assignment to Assignee that occurred pursuant to the Agreement and correct the clerical error;

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement.

Pursuant to the Agreement, Assignor, *nunc pro tunc*, effective as of May 14, 2021, hereby (i) irrevocably Transfers all of its right, title and interest in and to the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks to the Assignee, absolutely and not as collateral security, without recourse (except as explicitly provided in the Agreement), to the Assignee; and (ii) vests in the Assignee all powers and rights of the Assignor under the Trademarks including to all proceeds therefrom and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation of any of the Trademarks occurring prior to the date hereof, and to collect all damages, settlements and proceeds relating to the Trademarks to have and to hold the same unto the Assignee and its successors and assigns forever.

Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the Transfer of the Trademarks hereunder, including intent-to-use applications filed with the USPTO pursuant to 15 U.S.C. Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 U.S.C. Section 1051(c) or (d), unless and until such time that the Transfer of the Trademarks hereunder will not cause such Trademark to be invalidated, cancelled, voided or abandoned.

This Trademark Assignment is subject to all the terms and conditions of the Agreement, which is incorporated by reference as if fully set forth herein. The Parties intend that this Trademark Assignment is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Agreement, which govern the Parties' rights and interests in the applicable Conveyed IP.

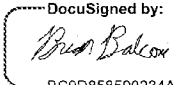
THIS TRADEMARK ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING WITHOUT LIMITATION SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) WITHOUT REGARD TO ANY CHOICE OR CONFLICTS OF LAW PRINCIPLES THAT WOULD LEAD TO THE APPLICATION OF THE DOMESTIC SUBSTANTIVE LAWS OF ANY OTHER JURISDICTION, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS OF THE STATE OF NEW YORK.

This Trademark Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.

*[Remainder of this page intentionally left blank]*

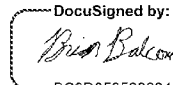
IN WITNESS WHEREOF, the undersigned has caused this NUNC PRO TUNC  
TRADEMARK ASSIGNMENT to be duly executed and delivered as of this 31st day of  
May \_\_\_\_\_, 2023.

ASP Franchising, LLC

DocuSigned by:  
  
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By: \_\_\_\_\_  
Name: Brian Balconi  
Title: Vice President, General  
Counsel & Secretary

Pool Water Holdings, LLC

DocuSigned by:  
  
BC9D858590234A8...

By: \_\_\_\_\_  
Name: Brian Balconi  
Title: Vice President, General  
Counsel & Secretary

**Schedule 1  
Trademarks**

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
AMERICA'S SWIMMING POOL CO.	88400340 / Apr. 24, 2019	5948176 / Dec. 31, 2019
ASP AMERICA'S SWIMMING POOL COMPANY & Design 	85001409 / Mar. 29, 2010	3876563 / Nov. 16, 2010
CLEAN WATER MATTERS	88645726 / Oct. 08, 2019	6192905 / Nov. 10, 2020
CLEAN WATER MATTERS	88392118 / Apr. 18, 2019	5981226 / Feb. 11, 2020
POOLOPS & Design 	86519439 / Jan. 30, 2015	4995867 / Jul. 12, 2016