

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM857736

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Recreonics, Inc.		11/03/2023	Corporation: KENTUCKY
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: 4			
Property Type	Number	Word Mark	
Registration Number:	2633756	RECREONICS YOUR AQUATIC AUTHORITY	
Registration Number:	2342481	RECREONICS	
Registration Number:	2334651	RECREONICS	
Registration Number:	1113489	RECREONICS	
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>			
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:	12/01/2023		
Total Attachments: 5			

OP \$115.00 2633756

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “*Trademark Assignment*”), effective as of 11:59 p.m., Eastern Time, on November 3, 2023 (the “*Effective Time*”), is made by Recreonics, Inc., a Kentucky corporation (“*Seller*”), in favor of Heritage Pool Supply Group, Inc., a Delaware corporation (“*Buyer*”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement by and between Buyer and Seller (the “*Asset Purchase Agreement*”). The capitalized terms used but not otherwise expressly defined herein shall have the meanings ascribed to such terms in 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 and registering with the US Patent and Trademark Office, the Kentucky Secretary of State, and any other relevant governmental authority.

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement and other 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 (the “*Assigned Trademarks*”):

(a) the trademarks as shown on Schedule 1 (the “*Trademarks*”), together with the goodwill of the business symbolized by the Trademarks;

(b) the trademark registrations and trademark applications for the Trademarks and all issuances, extensions, and renewals thereof;

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by common law, 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 Actions. Seller hereby authorizes the Commissioner for Trademarks, the [Kentucky Secretary of State], and any other relevant governmental authority to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, 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. This Trademark Assignment is in all respects subject to the provisions of the Asset Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Asset Purchase Agreement and the other Transaction Documents. 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, supersede and prevail.

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 to be 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).

7. Entire Agreement; Amendment; Construction. This Trademark Assignment, together with the Asset Purchase Agreement and the other Transaction Documents, contain or will contain the entire understanding of the parties relating to the subject matter hereof and supersede all prior written or oral and all contemporaneous oral agreements and understandings relating to the subject matter hereof. This Trademark Assignment may be amended, supplemented or modified, and any provision hereof may be waived, only by written instrument making specific reference to this Trademark Assignment and signed by all parties hereto.

[Signature page follows]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the Effective Time.

RECREONICS, INC.

By: 

Name: Nancy M. Delony

Title: President

Address for Notices:

4200 Schmitt Avenue

Louisville, KY 40213

Attn: Mr. Michael Garland

Email: mikeg@recreonics.com

-and-

Ms. Nancy M. Delony

2721 Alia Circle

Louisville, KY 40222

Email: Nancy.M.Delony@morganstanley.com

AGREED TO AND ACCEPTED:

HERITAGE POOL SUPPLY GROUP, INC.

By: _____

Name: Dustin Gunderson

Title: Vice President

Address for Notices:

7440 S. Hwy 121

McKinney, Texas 75070

[Signature Page for Trademark Assignment Agreement]

TRADEMARK
REEL: 008276 FRAME: 0033

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the Effective Time.

RECREONICS, INC.

By: _____
Name: Nancy M. Delony
Title: President

Address for Notices:


4200 Schmitt Avenue
Louisville, KY 40213
Attn: Mr. Michael Garland
Email: mikeg@recreonics.com

-and-

Ms. Nancy M. Delony
2721 Alia Circle
Louisville, KY 40222
Email:
Nancy.M.Delony@morganstanley.com

AGREED TO AND ACCEPTED:

HERITAGE POOL SUPPLY
GROUP, INC.

By: 
Name: Dustin Gunderson
Title: Vice President

Address for Notices:

7440 S. Hwy 121
McKinney, Texas 75070

SCHEDULE 1

TRADEMARKS

MARK	Design	Country	Owner	Application No/ Date Registration No/ Date	Security Interest(s)
RECREONICS YOUR AQUATIC AUTHORITY		United States	Recreonics, Inc., a Kentucky corporation	App 75528900 App 31-JUL-1998 Reg 2633756 Reg 15-OCT-2002	<i>None</i>
RECREONICS		United States	Recreonics, Inc., a Kentucky corporation	App 75528901 App 31-JUL-1998 Reg 2342481 Reg 18-APR-2000	<i>None</i>
RECREONICS & Design		United States	Recreonics, Inc., a Kentucky corporation	App 75528902 App 31-JUL-1998 Reg 2334651 Reg 28-MAR-2000	<i>None</i>
RECREONICS		United States	Recreonics, Inc., a Kentucky corporation	App 73141642 App 19-SEP-1977 Reg 1113489 Reg 20-FEB-1979	<i>None</i>