

12-07-2001

Attorney Docket No. 17566-010  
RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY



FORM PTO-1594 (Modified)  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)

U.S. I

101910128

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Cookson Plastic Molding Corp.

11-30-01

- ☐ Individual(s)  
☐ General Partnership  
☒ Corporation - State: Nevada  
☐ Other
- ☐ Association  
☐ Change of Name

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment  
☐ Security Agreement  
☐ Other
- ☐ Merger  
☐ Change of Name

Execution Date: October 29, 2001

2. Name and address of receiving party(ies)

Name: Latham Plastics, Inc.

Internal Address: 787 Watervliet-Shaker Road  
Latham, New York 12110

Street Address: 787 Watervliet-Shaker Road  
Latham, New York 12110

- ☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☒ Corporation - State: New York  
☐ Other

If assignee is not domiciled in the United States, a domestic designation is attached. ☐ Yes ☒ No  
(Designations must be a separate document form)

Additional name(s) & addresses(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

75/814,551  
75/823,329  
75/823,328  
75/814,550  
75/794,418  
75/794,181  
76/286,345

2,408,045  
2,495,496  
2,455,871

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Thomas M. Sullivan  
Address: MINTZ, LEVIN, COHN, FERRIS  
GLOVSKY and POPEO, P.C.  
One Financial Center  
Boston, MA 02111

6. Total number of applications and patents involved: [10]

7. Total fee (37 CFR 3.41).....\$265.00

☒ Enclosed

☒ Should the amount of the enclosed fee be insufficient, the Commissioner is hereby authorized to charge the balance due to the deposit account of the undersigned.

8. Deposit Account No: 50-0311, Ref. 17566-010

12/07/2001 TDIAZ1 00000004 75814551

01 FC:481  
02 FC:482

40.00 DP  
225.00 DP

DO NOT USE THIS SPACE

9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Thomas M. Sullivan

November 30, 2001

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: [-6-]

Mail to: Box ASSIGNMENT  
Commissioner of Patents and Trademarks  
Washington, D.C. 20231

TRADEMARK  
REEL: 002403 FRAME: 0969

## TRADEMARK ASSIGNMENT

**WHEREAS, Cookson Plastic Molding Corp.** (also known as Cookson Plastic Moldings Corporation), a corporation organized under the laws of the State of Nevada , U.S.A. having principal offices at 787 Watervliet-Shaker Road, Latham, New York 12110, U.S.A., (hereinafter "Assignor"), owns the right, title and interest in, to and under any trademarks, trademark registrations, trademark renewals, affirmations and trademark applications (the "Trademarks") of the Assignor, which are specifically identified and listed in **Schedule A**, attached hereto, incorporated herein and made a part hereof; and

**WHEREAS, Latham Plastics, Inc.**, a corporation organized under the laws of the State of New York, U.S.A. having offices at 787 Watervliet-Shaker Road, Latham, New York 12110, U.S.A. (hereinafter "Assignee"), is desirous of acquiring all of Assignor's right, title and interest in, to and under the Trademarks, specifically identified and listed in **Schedule A**;

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which by Assignor is hereby acknowledged, and intending to be legally bound hereby, the Assignor does hereby assign, transfer and set over unto the Assignee its entire right, title, and interest in, to and under: (i) the Trademarks of the Assignor as set forth in **Schedule A**, and (ii) any and all goodwill relating to the business in connection with which the Trademarks are used, for the use and enjoyment of the Assignee and its successors and assigns; and

**HEREBY AUTHORIZES AND REQUESTS** the respective Trademark Offices to record the Assignee as the owner of the Trademarks and to grant any and all trademark registrations and renewals arising from the Trademarks to Assignee; and

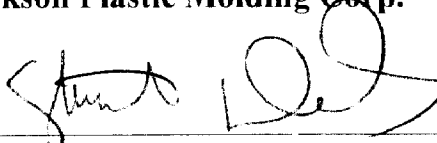
**HEREBY FURTHER AGREES** that Assignor will, upon the request of Assignee, promptly execute and deliver to Assignee any and all papers, instruments or affidavits required or useful to apply for, maintain, issue and enforce the Trademarks; and

**HEREBY FURTHER SELLS, ASSIGNS, TRANSFERS AND SETS OVER** unto the Assignee any income, royalties, damages, or payment due or payable as of the date hereof or hereafter with respect to the Trademarks, including, without limitation, any claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same for the Assignee's own use and enjoyment, and for the use and enjoyment of its successors and assigns.

EXECUTED this 29th day of October, 2001.

**ASSIGNOR:**

**Cookson Plastic Molding Corp.**



Name: Stuart L. Daniels

Title: Chairman

STATE OF RI )

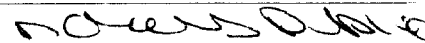
) SS:

COUNTY OF Providence )

29th The foregoing instrument was acknowledged before me in the City of Providence, this day of October, 2001, by Stuart L. Daniels, Chairman of Cookson Plastic Molding Corp., a Nevada, U.S.A. corporation, on behalf of the corporation.



Notary Public



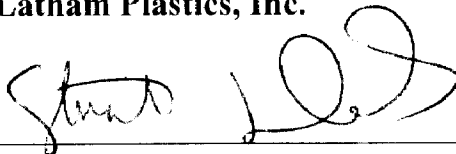
My Commission Expires:

Linda A. Kalenkiewicz, Notary Public  
State of Rhode Island and  
Providence Plantations  
My Commission Expires: 6-18-05

EXECUTED this 29th day of October, 2001.

**ASSIGNEE:**

**Latham Plastics, Inc.**



Name: Stuart L. Daniels

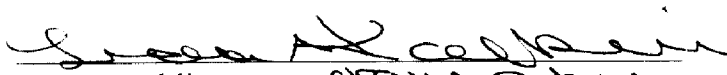
Title: Chairman

STATE OF RI )

) SS:

COUNTY OF Pro. )

2001 The foregoing instrument was acknowledged before me in the City of Pro., this day of October, 2001, by Stuart L. Daniels, Chairman of Latham Plastics, Inc., a New York U.S.A. corporation, on behalf of the corporation.

  
Notary Public

My Commission Expires:

Linda A. Kalenkiewicz, Notary Public  
State of Rhode Island and  
Providence Plantations  
My Commission Expires: 6-18-05

**SCHEDULE A**

<b><u>Mark</u></b>	<b><u>Country</u></b>	<b><u>Registration Number (App. Number)</u></b>	<b><u>Issue Date (Filing Date)</u></b>
Performance Pool Products	USA	2,408,045	11/28/00
Nothing's As Cool As A Pool	USA	(75/814,551)	(10/4/99)
Nothing's As Cool As A Pool	CTM	1561844	5/18/01
Nothing's As Cool As A Pool	Czech Republic	(153402)	(3/21/00)
Performance Steps	USA	(75/823,329)	(10/4/99)
Performance Steps	Czech Republic	233755	5/23/01
Performance Steps	CTM	1565860	3/27/01
Performance Vinyl	USA	75/823,328	10/4/99
Performance Vinyl	Czech Republic	233755	5/23/01
Performance Vinyl	CTM	1565829	
Performance Ladder	USA	(75/814,550)	(10/4/99)
Performance Ladder	Czech Republic	234884	7/30/01
Performance Ladder	CTM	1561752	5/18/01
Performance Safety Cover	USA	2,495,496	10/9/01
Performance Safety Cover	CTM	(1561885)	(3/16/00)
Graphex	USA	2,445,871	4/24/01
Graphex	CTM	1561695	5/18/01

<b><u>Mark</u></b>	<b><u>Country</u></b>	<b><u>Registration Number (App. Number)</u></b>	<b><u>Issue Date (Filing Date)</u></b>
Performance Safety Cover	Czech Republic	234885	7/30/01
Graphex	Czech Republic	234883	7/30/01
Performance Pool Products	Czech Republic	233756	5/23/01
Performance Pool Products	CTM	(1369131)	11/3/99
Pool Pro	USA	75/794,418	9/8/99
Pool Pro	Czech Republic	233711	5/23/01
Pool Pro	CTM	1537406	3/29/01
PoolPro	USA	75/794,181	9/8/99
PoolPro	Czech Republic	(152797)	
PoolPro	CTM	1537356	3/27/01
Pacific Pools	Czech Republic	(148702)	(11/9/99)
Pacific Pools	Poland	(Z-209540)	(11/8/99)
Pacific Pools	Russian Fed.	(99718595)	(11/10/99)
Pacific Pools	Slovak Republic	195155	5/16/01
Premier Vinyl	USA	(76/286,345)	(7/10/01)

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