



12-05-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings $\Rightarrow \Rightarrow \Rightarrow$ ∇ 12/4/02 ∇		REC T		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
102298005					
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. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State : Nevada <input type="checkbox"/> Other _____			2. Name and address of receiving party(ies) Name: <u>Latham Plastics, Inc.</u> Internal Address: <u>787 Watervliet-Shaker Rd.</u> Street Address: <u>787 Watervliet-Shaker Rd.</u> City: <u>Latham</u> State: <u>NY</u> Zip: <u>12110</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>New York</u> <input type="checkbox"/> Other _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Corrective Assignment to Correct</u> Registration No. 2455,871 previously recorded Execution Date: <u>on 12-7-01, REEL 002403, Frame 0969</u>					
4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,445,871 Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Martin J. Ricciardi, Esq.</u> c/o Whiteman Osterman & Hanna LLP Internal Address: <u>One Commerce Plaza</u> <u>Albany, New York 12260</u> Street Address: <u>One Commerce Plaza</u> City: <u>Albany</u> State: <u>NY</u> Zip: <u>12260</u>			6. Total number of applications and registrations involved: 1		
			7. Total fee (37 CFR 3.41).....\$ 40.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account		
			8. Deposit account number: <u>XXX</u> <u>40.00 enclosed</u> (Attach duplicate copy of this page if paying by deposit account)		
DO NOT USE THIS SPACE					
9. Statement and signature. <i>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.</i> <u>Martin J. Ricciardi</u>  Name of Person Signing Signature 10/7/02 Date Total number of pages including cover sheet, attachments, and document: 8					

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002582 FRAME: 0463

No. ET318163193US
November 30, 2001

12-07-2001

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



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JRM PTO-1594 (Modified)
(Rev. 8-93)
OMB No. 0851-0011 (exp. 4/94)

U.S. I
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 Holding 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)

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

B. Trademark Registration No.(s)

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 T91A21 00000004 75814551

01 FE:461
02 FE:462

44.00 UP
22.00 @

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 the 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
REEL: 002582 FRAME: 0464

488 Mail Label ET318103193US

Date of Deposit: November 30, 2001

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;

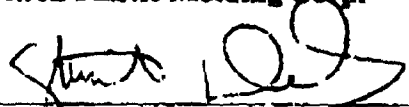
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which by Assignor is hereby acknowledged, and intending to be legally bound hereby, the Assignor does hereby assign, transfer and set over unto the Assignee its entire right, title, and interest in, to and under: (i) the 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.

CUTED this 29th day of October, 2001.

ASSIGNOR:**Cookson Plastic Molding Corp.**
Name: Stuart L. Daniels

Title: Chairman

STATE OF RI)
COUNTY OF Providence) SS:

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

NOTED this 29th day of October, 2001.

ASSIGNEE:
Latham Plastics, Inc.

Stuart L. Daniels

Name: Stuart L. Daniels

Title: Chairman

STATE OF RI)
COUNTY OF Providence) SS:

2001 The foregoing instrument was acknowledged before me in the City of Providence, 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.

Linda A. Kalenklewicz
Notary Public

My Commission Expires:

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

SCHEDULE A

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u> <u>(App. Number)</u>	<u>Issue Date</u> <u>(Filing Date)</u>
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

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u> <u>(App. Number)</u>	<u>Issue Date</u> <u>(Filing Date)</u>
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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