

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fort Wayne Pools, Inc.		12/31/2002	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	SCP Property Co.
Street Address:	2325-B Renaissance Dr.
Internal Address:	Suite 10
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89119
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1552901	RELIANCE
Registration Number:	1998246	EDGELIGHT
Registration Number:	1524503	THE ELITE POOL
Registration Number:	2595717	LEADING EDGE
Registration Number:	2725532	SMART STORE
Registration Number:	1835140	STERLING POOLS
Registration Number:	1762873	THE PREMIUM POOL
Registration Number:	2324417	WWW.SURFTHEPOOL.COM

CORRESPONDENCE DATA

Fax Number: (615)687-1537
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (615) 259-1030
 Email: micol.cecchi@arlaw.com
 Correspondent Name: Micol Cecchi

CH \$215.00 1552901

Address Line 1: 424 Church Street
Address Line 2: Suite 2800
Address Line 4: Nashville, TENNESSEE 37219

ATTORNEY DOCKET NUMBER:	009337-000018
NAME OF SUBMITTER:	Micol Cecchi
Signature:	/Micol Cecchi/
Date:	05/15/2006

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "Agreement"), having an effective date of December 31, 2002 is between Fort Wayne Pools, Inc., an Indiana corporation ("Assignor") and SCP Property Co., a Delaware corporation ("Assignee").

WHEREAS Assignor is the owner of certain Intellectual Property;

WHEREAS Assignee desires to acquire and Assignor desires to transfer said Intellectual Property;

THEREFORE, in consideration of the respective representations, warranties and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor and Assignee, the parties agree as follows.

1. Definitions.

1.1 "Patents" shall mean: i) all issued or granted United States or foreign patents owned by Assignor, ii) all pending United States or foreign patent applications owned by Assignor; and iii) utility models, inventor certificates or other foreign equivalents to patents owned by Assignor. Patents shall include but not be limited to the issued patents and pending patent applications listed in Exhibit A. Patents shall include any rights, whether by license, security interest, lien, or other agreement, Assignor possesses in patents or patent applications not owned by Assignor.

1.2 "Trademarks" shall mean: i) all United States or foreign trademark or service mark applications or registrations owned by Assignor; and ii) all United States or foreign unregistered trademarks, service marks, or other forms of goodwill owned by Assignor. Trademarks shall include but not be limited to the registered trademarks and pending trademark applications listed in Exhibit B. Trademarks shall include any rights, whether by license, security interest, lien, or other agreement, Assignor possesses in trademarks or trademark applications not owned by Assignor.

1.3 "Copyrights" shall mean all United States or foreign copyrights, both registered and unregistered, owned Assignor. Copyrights shall include any rights, whether by license, security interest, lien, or other agreement, Assignor possesses in copyrights or copyright applications not owned by Assignor.

1.4 "Trade Secrets" shall mean information owned by Assignor, including any formula, pattern, compilation, program, device, method, technique, or process, that: i) derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use, and ii) is the subject of efforts that are reasonable under the circumstances to maintain its confidentiality. Trade Secrets will include all Know-How that otherwise meets the criteria of this definition. Trade Secrets shall include any rights, whether by

license, security interest, lien, or other agreement, Assignor possesses in trade secrets not owned by Assignor.

1.5 "Know-How" shall mean any information, including, without limitation, inventions for which patent applications have not been filed, invention records, research records and reports, development and experimental reports, production specifications, raw material specifications, quality control reports and specifications, manufacturing and production techniques, processes, methods, marketing surveys, vendor lists, bills of material and any other information, to the extent that the Know-How is in the possession of, owned, licensed or controlled by Assignor.

1.6 "Intellectual Property" shall mean the Patents, the Trademarks, the Copyrights, the Trade Secrets, and the Know-How, collectively.

1.7 "Person" means any natural person, corporation, limited partnership, limited liability company, joint venture, association, company, trust, bank, trust company, land trust, business trust or other organization, whether or not a legal entity, and a government or agency or political subdivision thereof.

2. Assignment.

2.1 Assignor hereby assigns to Assignee, for good and valuable consideration, all of Assignor's right, title, and interest in the Patents, the Trademarks, together with the goodwill of the business symbolized by the Trademarks, the Copyrights, the Trade Secrets, and the Know-How.

3. Warranties.

3.1. Ownership. Assignor, to the best of Assignor's knowledge, has all lawful rights to and owns the Intellectual Property, subject to no liens, claims, prior agreements or other encumbrances which in any fashion may interfere with the rights being granted to Assignee under this Agreement. Assignor is fully qualified in all legal respects to grant the rights hereunder to Assignee and neither Assignor or any other Person or entity has any claims, title or interest in the Intellectual Property which may, under any applicable law, interfere with the license granted to Assignee hereunder.

3.2. Due Authorization. Assignor, to the best of Assignor's knowledge, has full right, power and authority to enter into this Agreement and to perform all of its obligations hereunder, and has been duly authorized by all necessary action to execute this Agreement with all applicable formal or legal requirements necessary to make this Agreement a valid and binding obligation of Assignor, and Assignor so executed this Agreement and it is a valid and binding obligation enforceable against Assignor in accordance with its terms.

3.3. No Conflicting Grant. Assignor has not previously granted to any Person or entity any license for the Intellectual Property which remains in effect nor agreed to grant any such license.

3.4. No Conflicting Rights. Assignor does not know of any conflicting or superior right in any of the Intellectual Property, nor of any pending or threatened claims or proceedings alleging that any of the Intellectual Property infringes or interferes with the proprietary rights of any Person or entity.

3.5. Due Organization. Assignor is a corporation duly organized, validly existing and in good standing under the laws of the State of Indiana. Assignor is duly qualified and in good standing as a foreign corporation in all jurisdictions in which the character of the properties owned or leased or the nature of the activities conducted by it makes such qualification necessary, except where the failure to be so qualified would not have a material adverse effect on the Intellectual Property, or the consummation of the transactions contemplated hereby or the ability of Assignee to utilize the Intellectual Property after the Effective Date.

3.6 Intent-to-Use Applications. Assignor has filed valid Statements of Use with the United States Patent and Trademark Office in all Intent-to-Use trademark applications listed in Exhibit B.

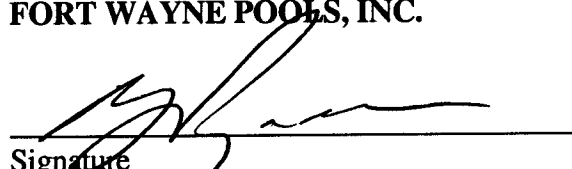
IN WITNESS WHEREOF, the parties hereto have executed this Agreement below:

ASSIGNOR:

ASSIGNEE:

FORT WAYNE POOLS, INC.

SCP PROPERTY CO.



Signature

Signature

Manuel J. Perez de la Mesa
President
December 31, 2002

Leonard Moffei
President
December 31, 2002

3.4. No Conflicting Rights. Assignor does not know of any conflicting or superior right in any of the Intellectual Property, nor of any pending or threatened claims or proceedings alleging that any of the Intellectual Property infringes or interferes with the proprietary rights of any Person or entity.

3.5. Due Organization. Assignor is a corporation duly organized, validly existing and in good standing under the laws of the State of Indiana. Assignor is duly qualified and in good standing as a foreign corporation in all jurisdictions in which the character of the properties owned or leased or the nature of the activities conducted by it makes such qualification necessary, except where the failure to be so qualified would not have a material adverse effect on the Intellectual Property, or the consummation of the transactions contemplated hereby or the ability of Assignee to utilize the Intellectual Property after the Effective Date.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement below:

ASSIGNOR:

ASSIGNEE:

FORT WAYNE POOLS, INC.

SCP PROPERTY CO.

Signature



Signature

Manuel J. Perez de la Mesa
President
December 31, 2002

Leonard Maffei
President
December 31, 2002

FORT WAYNE POOLS TRADEMARKS

REFERENCE	TRADEMARK	REGISTRATION NUMBER	DATE
FWP____.US	THE ELITE POOL	1,524,503	02/14/89
FWP____.US	RELIANCE	1,552,901	08/22/90
FWP0011.US	EDGELIGHT	1,998,246	09/03/96
FWP0016.US	LEISURE STEP	2,310,233	01/25/00
FWP0024.US	POOL LOGIC	2,326,177	03/07/00
FWP0025.US	THE PREMIUM POOL	1,762,873	04/06/93
FWP0026.US	STERLING POOLS	1,635,140	05/10/94
FWP0030.US	SURFTHEPOOL	2,324,417	02/29/00
FWP0038.US	DON'T JUST DREAM IT, LIVE IT	1,870,997	01/03/95
FWP0039.US	FORT WAY POOLS & DESIGN	1,596,448	05/15/90
FWP0045.US	SPA LOGIC	pending	06/25/02

Exhibit B

FORT WAYNE POOLS TRADEMARKS

REFERENCE	MARK	APPLICATION NUMBER	APPLICATION DATE
FWP0028.US	EXTERIOR COORDINATES	none	appl sent to FWP with no response
FWP0037.US	FORT WAYNE POOLS, INC.	76/160,799	11/07/00
FWP0042.US	LEADING EDGE	76/160,541	11/08/01
FWP0051.US	SMART STORE DEALERS	76/315,545	09/21/01

Exhibit B cont'd.