

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/30/2005		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Viking Pools, Inc.		12/30/2005	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Viking Pools Northeast, Inc.		
Street Address:	439 Industrial Park Road		
City:	Jane Lew		
State/Country:	WEST VIRGINIA		
Postal Code:	26378		
Entity Type:	CORPORATION: WEST VIRGINIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2477933	VIKING POOLS	
Registration Number:	2482210	VIKING POOLS	
Registration Number:	2661528	WWW.VIKINGPOOLS.NET	
Registration Number:	2723058	VIKING POOLS	
Registration Number:	2636566	OPALSTONE	
Registration Number:	2636565	GEMSTONE	
Registration Number:	2648095	CRYSTITE	
Registration Number:	2665227	ACP ADVANCED COMPOSITE POOL	
Registration Number:	2537895	VIKING POOLS	
CORRESPONDENCE DATA			
Fax Number: (212)813-5901			
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.			

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TRADEMARK  
REEL: 003579 FRAME: 0152

Phone: 212-813-5900  
Email: dsullivan@frosszelnick.com  
Correspondent Name: Lawrence Eli Apolzon  
Address Line 1: Fross Zelnick Lehrman & Zissu, P.C.  
Address Line 2: 866 United Nations Plaza  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	VIKI - 0506873
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NAME OF SUBMITTER:	Lawrence Eli Apolzon
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Signature:	/diana sullivan/
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Date:	07/12/2007
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**Total Attachments: 10**

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**State of California**  
Secretary of State

I, BRUCE McPHERSON, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

JAN 11 2006

BRUCE McPHERSON  
Secretary of State

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# State of West Virginia



**ENDORSED - FILED**  
In the office of the Secretary of State  
of the State of California

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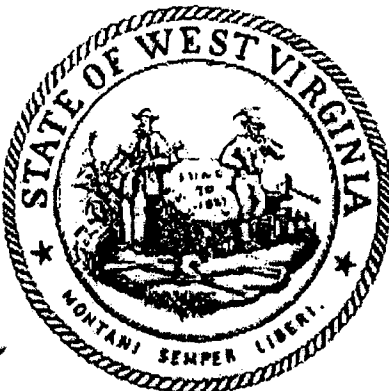
## Certificate

*I, Betty Ireland, Secretary of State of the  
State of West Virginia, hereby certify that*

by the provisions of the West Virginia Code, Articles of Merger were received and filed,  
MERGING VIKING POOLS CENTRAL, INC., A NON-QUALIFIED TX ORGANIZATION, VIKING POOLS, INC., A NON-  
QUALIFIED CA ORGANIZATION, COMPOSITE POOL CORPORATION, A QUALIFIED WV ORGANIZATION, VIKING  
MANAGEMENT SERVICES, INC., A QUALIFIED WV ORGANIZATION, WITH AND INTO VIKING POOLS NORTHEAST, INC.,  
A QUALIFIED WV ORGANIZATION.

Therefore, I hereby issue this

### CERTIFICATE OF MERGER



*Given under my hand and the  
Great Seal of the State of  
West Virginia on this day of  
December 23, 2005*

*Betty Ireland*

Secretary of State

ARTICLES OF MERGER  
MERGING  
VIKING POOLS, INC., VIKING MANAGEMENT SERVICES, INC., COMPOSITE POOL  
CORPORATION, AND VIKING POOLS CENTRAL, INC.  
WITH AND INTO  
VIKING POOLS NORTHEAST, INC.

Pursuant to Section 31D-11-1102 of the West Virginia Business Corporation Act, the undersigned corporations adopt the following Articles of Merger:

FIRST: The names of the non-surviving parties to the merger are Viking Management Services, Inc., a West Virginia corporation ("Viking Management"), Composite Pool Corporation, a West Virginia corporation ("Composite Pool"), Viking Pools, Inc., a California corporation ("Viking Pools"), and Viking Pools Central, Inc., a Texas corporation ("Viking Central"). The name of the surviving corporation is Viking Pools Northeast, Inc., a West Virginia corporation ("Viking Northeast").

SECOND: The merger shall be effective as of December 30, 2005.

THIRD: The Agreement and Plan of Merger, attached hereto as Exhibit A, and incorporated herein by reference, was approved by the shareholders of Viking Management, Composite Pool and Viking Northeast in accordance with Section 31D-7-704 of the West Virginia Business Corporation Act.

FOURTH: For each of Viking Pools and Viking Central, the Agreement and Plan of Merger and the performance of its terms were duly authorized by all action required by the laws under which each of Viking Pools and Viking Central is organized or by which it is governed and by its governing and organizational documents.

FIFTH: These Articles of Merger may be executed in one or more counterparts, all of which together shall be deemed to be one and the same document.

Signatures on following page.

**FILED**

DEC 23 2005

IN THE OFFICE OF  
SECRETARY OF STATE

IN WITNESS WHEREOF, the parties hereto have caused these Articles of Merger to be executed  
as of December 30, 2005.

VIKING MANAGEMENT SERVICES, INC., a  
West Virginia corporation

By: Mark A. Eidemueller  
Name: Mark A. Eidemueller  
Title: Vice President

COMPOSITE POOL CORPORATION, a West  
Virginia corporation

By: Mark A. Eidemueller  
Name: Mark A. Eidemueller  
Title: Vice President

VIKING POOLS, INC., a California corporation

By: Mark A. Eidemueller  
Name: Mark A. Eidemueller  
Title: Vice President

VIKING POOLS CENTRAL, INC., a Texas  
corporation

By: Mark A. Eidemueller  
Name: Mark A. Eidemueller  
Title: Vice President

VIKING POOLS NORTHEAST, INC., a West  
Virginia corporation

By: Mark A. Eidemueller  
Name: Mark A. Eidemueller  
Title: Vice President

**EXHIBIT A**

**Agreement and Plan of Merger**

**(Attached)**

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**TRADEMARK**  
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7. **Effect of Merger.** Upon the Effective Date, the surviving corporation shall possess all the assets of every description, and every interest in the assets, wherever located, and the rights, privileges, immunities, powers, franchises and authority, of a public as well as a private nature, of each of Viking Pools, Viking Management, Composite Pool, Viking Central, and Viking Northeast, and all obligations belonging to or due to each of Viking Pools, Viking Management, Composite Pool, Viking Central and Viking Northeast, all of which shall be vested in the surviving corporation without further act or deed. The surviving corporation shall be liable for all the obligations of Viking Pools, Viking Management, Composite Pool, Viking Central, and Viking Northeast; any claim existing, or action or proceeding pending, by or against Viking Pools, Viking Management, Composite Pool, Viking Central, or Viking Northeast, may be prosecuted to judgment, with right of appeal, as if the Merger had not taken place, or the surviving corporation may be substituted in its place; and all the rights of creditors of each of Viking Pools, Viking Management, Composite Pool, Viking Central, and Viking Northeast shall be preserved unimpaired.

8. **Termination.** Notwithstanding anything contained herein to the contrary, this Agreement may be terminated and the proposed Merger may be abandoned by the board of directors of either Viking Pools, Viking Management, Composite Pool, Viking Central, or Viking Northeast at any time prior to the filing of the West Virginia Articles with the West Virginia Secretary of State, the Texas Articles with the Texas Secretary of State, or the California Documents with the California Secretary of State, if any such board of directors should decide that the Merger would not be in the best interest of such corporation.

9. **Amendments.** Prior to the Effective Date, this Agreement may be amended, modified or supplemented as agreed in writing by Viking Pools, Viking Management, Composite Pool, Viking Central, and Viking Northeast any time before or after the approval or adoption hereof by the respective boards of directors of each of Viking Pools, Viking Management, Composite Pool, Viking Central, and Viking Northeast.

10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.

This Agreement was adopted and approved by the Unanimous Written Consent of the Board of Directors of Viking Pools dated as of December 20, 2005, the Unanimous Written Consent of the Board of Directors of Viking Management dated as of December 20, 2005, the Unanimous Written Consent of the Board of Directors of Composite Pool dated as of December 20, 2005, the Unanimous Written Consent of the Board of Directors of Viking Central dated as of December 20, 2005, and the Unanimous Written Consent of the Board of Directors of Viking Northeast dated as of December 20, 2005.

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Signatures on Following Page.







AGREEMENT AND PLAN OF MERGER  
MERGING  
VIKING POOLS, INC., VIKING MANAGEMENT SERVICES, INC.,  
COMPOSITE POOL CORPORATION,  
AND  
VIKING POOLS CENTRAL, INC.  
WITH AND INTO  
VIKING POOLS NORTHEAST, INC.

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") dated as of December 30, 2005 among Viking Pools, Inc., a California corporation ("Viking Pools"), Viking Management Services, Inc., a West Virginia corporation ("Viking Management"), Composite Pool Corporation, a West Virginia corporation ("Composite Pool"), Viking Pools Central, Inc., a Texas corporation ("Viking Central"), and Viking Pools Northeast, Inc., a West Virginia corporation ("Viking Northeast"), has been prepared in accordance with Section 1113 of the California Corporations Code (the "California Code"), Section 5.03 of the Texas Business Corporation Act (the "Texas Act"), and Section 31D-11-1102 of the West Virginia Business Corporation Act (the "West Virginia Act").

1. **The Merger.** Upon the terms and conditions hereinafter set forth and in accordance with Section 1113 of the California Code, Section 5.03 of the Texas Act, and Section 31D-11-1102 of the West Virginia Act, Viking Pools, Viking Management, Composite Pool and Viking Central each shall be merged with and into Viking Northeast (the "Merger"), and thereupon the separate existences of Viking Pools, Viking Management, Composite Pool and Viking Central shall cease, and Viking Northeast, as the surviving corporation, shall continue to exist under and be governed by the West Virginia Act.

2. **Filing.** Viking Pools, Viking Management, Composite Pool, Viking Central, and Viking Northeast will cause: (i) Articles of Merger (the "West Virginia Articles") to be executed and filed with the West Virginia Secretary of State; (ii) an original copy of those documents filed with the West Virginia Secretary of State (collectively, the "California Documents") to be executed and filed with the California Secretary of State; and (iii) Articles of Merger (the "Texas Articles") to be executed and filed with the Texas Secretary of State.

3. **Effective Date of Merger.** The Merger shall be effective (the "Effective Date") as of December 30, 2005. As of the Effective Date, Viking Northeast shall possess and be subject to all the rights, privileges, powers, franchises, property (real, personal and mixed), restrictions, disabilities, duties, and debts of Viking Pools, Viking Management, Composite Pool, Viking Central, and Viking Northeast.

4. **Articles of Incorporation and Bylaws.**

(a) Upon the Effective Date, the Articles of Incorporation of Viking Northeast shall be the Articles of Incorporation of the surviving corporation.

(b) Upon the Effective Date, the Bylaws of Viking Northeast shall be the Bylaws of the surviving corporation.

5. **Directors and Officers.** The directors of Viking Northeast shall, as of and after the Effective Date, serve as the directors of the surviving corporation, and the officers of Viking Northeast shall, as of and after the Effective Date, serve as the officers of the surviving corporation; in each case, such directors and officers to serve until their successors have been duly elected and qualified in accordance with the Articles of Incorporation and Bylaws of the surviving corporation.

6. **Exchange of Shares.** As of the Effective Date, each and every issued and outstanding share of the Common Stock of each of Viking Pools, Composite Pool, Viking Management and Viking Central shall be cancelled without consideration.

7. **Effect of Merger.** Upon the Effective Date, the surviving corporation shall possess all the assets of every description, and every interest in the assets, wherever located, and the rights, privileges, immunities, powers, franchises and authority, of a public as well as a private nature, of each of Viking Pools, Viking Management, Composite Pool, Viking Central, and Viking Northeast, and all obligations belonging to or due to each of Viking Pools, Viking Management, Composite Pool, Viking Central and Viking Northeast, all of which shall be vested in the surviving corporation without further act or deed. The surviving corporation shall be liable for all the obligations of Viking Pools, Viking Management, Composite Pool, Viking Central, and Viking Northeast; any claim existing, or action or proceeding pending, by or against Viking Pools, Viking Management, Composite Pool, Viking Central, or Viking Northeast, may be prosecuted to judgment, with right of appeal, as if the Merger had not taken place, or the surviving corporation may be substituted in its place; and all the rights of creditors of each of Viking Pools, Viking Management, Composite Pool, Viking Central, and Viking Northeast shall be preserved unimpaired.

8. **Termination.** Notwithstanding anything contained herein to the contrary, this Agreement may be terminated and the proposed Merger may be abandoned by the board of directors of either Viking Pools, Viking Management, Composite Pool, Viking Central, or Viking Northeast at any time prior to the filing of the West Virginia Articles with the West Virginia Secretary of State, the Texas Articles with the Texas Secretary of State, or the California Documents with the California Secretary of State, if any such board of directors should decide that the Merger would not be in the best interest of such corporation.

9. **Amendments.** Prior to the Effective Date, this Agreement may be amended, modified or supplemented as agreed in writing by Viking Pools, Viking Management, Composite Pool, Viking Central, and Viking Northeast any time before or after the approval or adoption hereof by the respective boards of directors of each of Viking Pools, Viking Management, Composite Pool, Viking Central, and Viking Northeast.

10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.

This Agreement was adopted and approved by the Unanimous Written Consent of the Board of Directors of Viking Pools dated as of December 20, 2005, the Unanimous Written Consent of the Board of Directors of Viking Management dated as of December 20, 2005, the Unanimous Written Consent of the Board of Directors of Composite Pool dated as of December 20, 2005, the Unanimous Written Consent of the Board of Directors of Viking Central dated as of December 20, 2005, and the Unanimous Written Consent of the Board of Directors of Viking Northeast dated as of December 20, 2005.

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**Signatures on Following Page.**

IN WITNESS WHEREOF, the undersigned officers of Viking Pools, Viking Management, Composite Pool, Viking Central, and Viking Northeast acknowledge that the facts stated herein are true.

VIKING POOLS, INC., a California corporation

By: Mark A. Eidemueller

Name: Mark A. Eidemueller

Title: Vice President

VIKING MANAGEMENT SERVICES, INC., a West Virginia corporation

By: Mark A. Eidemueller

Name: Mark A. Eidemueller

Title: Vice President

COMPOSITE POOL CORPORATION, a West Virginia corporation

By: Mark A. Eidemueller

Name: Mark A. Eidemueller

Title: Vice President

VIKING POOLS CENTRAL, INC., a Texas corporation

By: Mark A. Eidemueller

Name: Mark A. Eidemueller

Title: Vice President

VIKING POOLS NORTHEAST, INC., a West Virginia corporation

By: Mark A. Eidemueller

Name: Mark A. Eidemueller

Title: Vice President

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Plan of Merger (Viking Entities)