

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
LHP, Inc.		01/10/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Alliance Trading, Inc.		
Street Address:	109 Northpark Boulevard		
City:	Covington		
State/Country:	LOUISIANA		
Postal Code:	70433		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3224156	LITEHOUSE	
Registration Number:	2905202	LITEHOUSE	
Registration Number:	3132786	THIS IS THE LIFE	
Registration Number:	1679976	HERCULES	
CORRESPONDENCE DATA			
Fax Number:	(615)259-1470		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	615-259-1308		
Email:	haverly.rauen@arlaw.com		
Correspondent Name:	Haverly A. Rauen		
Address Line 1:	424 Church Street		
Address Line 2:	Suite 2800		
Address Line 4:	Nashville, TENNESSEE 37219		
ATTORNEY DOCKET NUMBER:	9337-23(4 LHP MARKS)		

CH \$115.00 3224156

NAME OF SUBMITTER:	Attorney of record
Signature:	/Haverly A. Rauen/
Date:	02/29/2008
Total Attachments: 4 source=Trademark Assignment LHP -w- Alliance (Litehouse)#page1.tif source=Trademark Assignment LHP -w- Alliance (Litehouse)#page2.tif source=Trademark Assignment LHP -w- Alliance (Litehouse)#page3.tif source=Trademark Assignment LHP -w- Alliance (Litehouse)#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is made and entered into as of this 10th day of January, 2008 by and between LHP, Inc., a Delaware corporation with an address of 11052 Pearl Rd. Strongsville, Ohio, 44136 ("Assignor"), and Alliance Trading, Inc., a Delaware corporation with an address of 109 Northpark Blvd., Covington, Louisiana 70433 ("Assignee").

Background

WHEREAS, Assignor owns and licenses the trademarks and service marks listed in Schedule A (the "Marks");

WHEREAS, Superior Pool Products, LLC, a Delaware limited liability company ("SPP") desires that Assignee obtain the Marks; and

WHEREAS, in connection with that certain Receipt and Release Agreement between Assignor and SPP executed contemporaneously with this Agreement, SPP is desirous of acquiring through Assignee, and Assignor is desirous of granting to SPP through Assignee, any and all rights that Assignor may have in and to the Marks and the registrations therefor, together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks;

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment.

- a. Assignor does hereby assign unto Assignee all right, title and interest in and to the Marks and the registrations therefor throughout the world together with the goodwill of the business which is symbolized by the Marks, and along with any right to recover for damages and profits for past infringements thereof.
- b. Assignor agrees to execute and deliver at the request of the Assignee all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Marks in the Assignee and/or provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee.

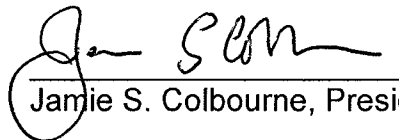
2. Ownership of the Marks. Assignor acknowledges the ownership of the Marks in Assignee, agrees that it will do nothing inconsistent with such ownership and that all use of the Marks by Assignor shall inure to the benefit of and be on behalf of Assignee, and agrees to assist Assignee in recording this Agreement with appropriate government authorities. Assignor agrees that nothing in this Agreement shall give Assignor any right, title, or interest in the Marks other than the right to use the Marks in accordance with this Agreement and Assignor agrees that it will not attack the title of Assignee to the Marks or attack the validity of this Agreement.

3. Infringement Proceedings. Assignor agrees to notify Assignee of any unauthorized use of the Marks by others promptly as it comes to Assignor's attention. Assignee shall have the sole right and discretion to bring infringement or unfair competition proceedings involving the Marks.

4. Interpretation of Agreement. This Agreement and any controversy that might arise therefrom shall in all respects be interpreted, enforced, and governed by and in accordance with the federal laws of the United States and/or the laws of the State of Louisiana, excluding any choice of law provisions thereof. Any claim arising out of or relating to this Agreement may be instituted in the United States District Court for the Eastern District of Louisiana. The Parties irrevocably submit to the jurisdiction of such court in any such claim arising from a dispute under this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

LHP, Inc.



Jamie S. Colbourne, President

Alliance Trading, Inc.

By: _____

Title: _____

2. Ownership of the Marks. Assignor acknowledges the ownership of the Marks in Assignee, agrees that it will do nothing inconsistent with such ownership and that all use of the Marks by Assignor shall inure to the benefit of and be on behalf of Assignee, and agrees to assist Assignee in recording this Agreement with appropriate government authorities. Assignor agrees that nothing in this Agreement shall give Assignor any right, title, or interest in the Marks other than the right to use the Marks in accordance with this Agreement and Assignor agrees that it will not attack the title of Assignee to the Marks or attack the validity of this Agreement.

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IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

LHP, Inc.

Jamie S. Colbourne, President

Alliance Trading, Inc.

By: Melanie Klossy
Title: President

**Schedule A
Trademarks**

Mark	U.S. Trademark Registration Number
LITEHOUSE	3224156
LITEHOUSE	2905202
THIS IS THE LIFE	3132786
HERCULES	1679976
LITEHOUSE POOLS, SPAS N' MORE	
LITEHOUSE POOLS AND SPAS	
LITEHOUSE POOLS	