

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Aquakleen Pty Ltd		10/28/2009	CORPORATION: AUSTRALIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pool Systems Pty Ltd		
<b>Street Address:</b>	79 Kremzow Road		
<b>City:</b>	Brendale, Queensland		
<b>State/Country:</b>	AUSTRALIA		
<b>Postal Code:</b>	4500		
<b>Entity Type:</b>	CORPORATION: AUSTRALIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3675209	AVENGER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(215)751-1142		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	trademarks@crbcp.com, crbcpltd@gmail.com, scohen@crbcp.com, ebrobinson@crbcp.com		
<b>Correspondent Name:</b>	Stanley H. Cohen		
<b>Address Line 1:</b>	1635 Market Street		
<b>Address Line 2:</b>	11th Floor, Seven Penn Center		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-2212		
<b>ATTORNEY DOCKET NUMBER:</b>	P1096/30005		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Stanley H. Cohen		
<b>Address Line 1:</b>	1635 Market Street		
<b>Address Line 2:</b>	11th Floor, Seven Penn Center		

CH \$40.00 3675209

**900152662**

**TRADEMARK  
 REEL: 004134 FRAME: 0965**

Address Line 4: Philadelphia, PENNSYLVANIA 19103-2212

NAME OF SUBMITTER:

Stanley H. Cohen

Signature:

/Stanley H. Cohen/

Date:

01/21/2010

Total Attachments: 3

source=P 109630005 Assignment#page1.tif

source=P 109630005 Assignment#page2.tif

source=P 109630005 Assignment#page3.tif

THIS DEED is made on the 28 day of October 2009.

**BETWEEN** AQUAKLEEN PTY LTD ACN 064 556 707 of Unit 1508, 56 Scarborough Street, Southport in the State of Queensland  
(Assignor)

**AND** POOL SYSTEMS PTY LTD ACN 074 166 975 of 79 Kremzow Road, Brendale in the State of Queensland  
(Assignee)

## BACKGROUND

- A. The Assignor has agreed to assign the Rights to the Assignee pursuant to the Sale Agreement.
- B. The parties now wish to record their agreement herein.

## THE PARTIES AGREE AS FOLLOWS:

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

In this deed, unless the context or subject matter otherwise require:

"Agreement Date" means the date specified above the parties names on page 1 of this deed, or if not specified in that place, the date of execution or signature (as the case may be) by the last party to execute or sign (as the case may be) this deed.

"Rights" means all intellectual and industrial property rights associated with the Property, including but not limited to any patent, copyright, design, know how and trade mark rights or any other right to use or to be the registered proprietor or user of them.

"Property" means the US Trade Mark 3675209 for AVENGER.

"Sale Agreement" means the Product Sale Agreement executed between the Assignor and Assignee dated on or about the date of this deed.

### 2. ASSIGNMENT

#### 2.1 Assignment

- (a) Assignor assigns to Assignee absolutely, free of all encumbrances, liens and adverse interests, with effect on and from the Agreement Date the exclusive legal and beneficial title and interest to all of the Rights together with all powers, goodwill and benefits associated with or arising from the Rights.
- (b) Assignee accepts the assignment of the Rights pursuant to this Deed.

**3. WARRANTIES AND COVENANTS**

**3.1 Assignor warranties**

Assignor warrants that:

- (a) Assignor has the right to assign the Rights and is the absolute and sole legal and beneficial owner of the Rights ;
- (b) Assignor has not encumbered its title to the Rights or any other intellectual property rights whatsoever subsisting in or arising out of the Rights;
- (c) at the Agreement Date, no persons were or are licensed, authorised or registered to use the Rights and that no other right of a similar nature has been granted other than those disclosed to Assignee.

**4. ASSIGNOR'S ASSISTANCE**

Assignor will, at the request and expense of Assignee:

- (a) do such further acts, deeds and things; and
- (b) execute such further documents and instruments,

as are necessary to protect and to enforce Assignee's rights in and to the Rights.

**5. PROPER LAW, JURISDICTION**

**5.1 Choice of law**

This deed is governed by and construed in accordance with the laws of Queensland.

**5.2 Jurisdiction**

Actions, suits or proceedings relating in any way to this deed or documents or dealings contemplated by it, may be instituted, heard and determined in a court of competent jurisdiction in Queensland.

**6. GENERAL PROVISIONS**

**6.1 Further assurances**

Each party to this deed must do all things and sign, execute and deliver all deeds and other documents as may be legally necessary or reasonably required of it by notice from another party to carry out and give effect to the terms and intentions of this deed and to perfect, protect and preserve the rights of the other parties to this deed.

**6.2 Counterparts**

This deed may be signed or executed in a number of counterparts, with the same effect as if the signatures to or execution of each counterpart were on the same instrument.

**6.3 Delivery as a deed**

Subject to express provisions in this deed to the contrary, each party by signing or executing this deed is deemed to unconditionally sign, seal and deliver this

Agreement as a deed, with the intention of being immediately legally bound by this deed.

Executed as a deed

EXECUTED by AQUAKLEEN PTY LTD )  
ACN 064 556 707 in accordance with section )  
127(2) of the Corporations Act 2001 by: )

  
.....  
Director

Date 28/10/09

Name (printed)

JAMES KELLOGG

.....  
Director/ Secretary

Date / /

Name (printed)

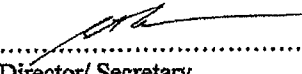
EXECUTED by POOL SYSTEMS PTY )  
LTD ACN 074 166 975 in accordance with )  
section 127(2) of the Corporations Act 2001 )  
by: )

  
.....  
Director

Date 28/10/09

Name (printed)

W. HEATH COTE

  
.....  
Director/ Secretary

Date 28/10/09

Name (printed)

Robert Cole.