

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark and Domain Name Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Hydrotherapy Systems, LLC		12/16/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Watkins Manufacturing Corporation		
Street Address:	1280 Park Center Drive		
City:	1280 Park Center Drive		
State/Country:	CALIFORNIA		
Postal Code:	92801		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3625198	FREEFLOW SPAS	
Registration Number:	3355515	FANTASY SPAS	
Registration Number:	3715038	AQUATERRA SPAS	
CORRESPONDENCE DATA			
Fax Number:	(213)627-0705		
Phone:	213.683.5698		
Email:	MinetteTayco@paulhastings.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Minette M. Tayco		
Address Line 1:	515 S. Flower St., 25th Floor		
Address Line 2:	Paul Hastings LLP		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	78290.00002: TRADEMARK		

CH \$90.00 3625198

NAME OF SUBMITTER:	Minette M. Tayco
Signature:	/Minette M. Tayco/
Date:	12/21/2011
<b>Total Attachments: 7</b> source=Final Executed Trademark and Domain Name Assignment#page1.tif source=Final Executed Trademark and Domain Name Assignment#page2.tif source=Final Executed Trademark and Domain Name Assignment#page3.tif source=Final Executed Trademark and Domain Name Assignment#page4.tif source=Final Executed Trademark and Domain Name Assignment#page5.tif source=Final Executed Trademark and Domain Name Assignment#page6.tif source=Final Executed Trademark and Domain Name Assignment#page7.tif	

## TRADEMARK AND DOMAIN NAME ASSIGNMENT

This Trademark and Domain Name Assignment (this "**Assignment**") is made and entered into as of December 16, 2011 by and between Watkins Manufacturing Corporation, a California corporation ("**Assignee**"), and American Hydrotherapy Systems, LLC, a California limited liability company ("**Assignor**").

### RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement of even date herewith (the "**Purchase Agreement**") pursuant to which Assignor has agreed to sell, transfer, assign, convey and deliver certain assets, including, without limitation, the trademarks and service marks set forth on Schedule A hereto (collectively, the "**Marks**") and the domain names set forth on Schedule B hereto (collectively, the "**Domain Names**") and described below, to Assignee; and

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to the Marks and the Domain Names.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee (a) all of Assignor's right, title and interest in and to the Marks together with the goodwill of the business symbolized by and associated with the Marks, including all common law rights and trademark registration for the Marks, same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; (b) all of Assignor's right, title, and interest in and to the Domain Names; and (c) all rights to income, royalties, and license fees deriving from the Marks or Domain Names, all causes of actions, claims, and rights to damages or profits, arising by reason of past, present and future infringements of the Marks or Domain Names or injury to the goodwill associated with the Marks or Domain Names and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted, for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. Assistance. Assignor agrees to perform, without charge to Assignee (except as otherwise permitted herein), all acts reasonably deemed necessary or desirable by Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Marks and the Domain Names, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee, assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings,

including providing documents and materials in the possession or control of Assignor, testifying in any legal proceedings, signing lawful papers and making all lawful oaths at Assignee's expense, and generally doing everything that is reasonably necessary to aid Assignee in obtaining and enforcing proper protection for applicable intellectual property rights.

3. Power of Attorney. If Assignee is unable, for any reason, to obtain the assistance of Assignor as set forth in Section 2 above, Assignor hereby designates and appoints Assignee as Assignor's agent and attorney-in-fact, with full power of substitution in Assignor's name and stead, to act for and on behalf of Assignor to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge, verify, file and deliver any and all instruments and assurances and to perform all other lawfully permitted acts necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto with the same legal force and effect as if executed by Assignor. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

4. General.

(a) Severability. If any term or provision of this Assignment or the application thereof to any circumstance shall, in any jurisdiction and to any extent, be invalid or unenforceable, such term or provision shall be ineffective as to such jurisdiction to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable such term or provision in any other jurisdiction, the remaining terms and provisions of this Assignment or the application of such terms and provisions to circumstances other than those as to which it is held invalid or enforceable.

(b) Counterparts. This Assignment may be executed in one or more counterparts, including electronically transmitted counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same Assignment.

(c) Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of California, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

(d) Waiver. Any term or provision of this Assignment may be waived in writing at any time by the party or parties entitled to the benefits thereof. No failure to exercise and no delay in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude the exercise of any other right, power or privilege. No waiver of any breach of any covenant or agreement hereunder shall be deemed a waiver of any preceding or subsequent breach of the same or any other covenant or agreement.

(e) Amendment. No supplement, modification, amendment or waiver of this Assignment shall be binding unless executed in writing by Assignee, on the one hand, and Assignor, on the other hand.

(f) Construction. The parties hereto agree that they have been represented by counsel during the negotiation, preparation and execution of this Assignment and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

(g) Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment and the rights and obligations hereunder shall not be assignable by Assignor without the prior written consent of Assignee, and any such purported assignment without such consent shall be void. This Assignment and the rights and obligations hereunder shall be assignable by Assignee without the written consent of Assignor.

(h) Entire Agreement. This Assignment and the Purchase Agreement, including the schedules and exhibits attached hereto and thereto and other agreements and documents referred to herein and therein, contain the entire agreement and understanding of the parties hereto with respect to its subject matter and supersede all prior and contemporaneous agreements and understandings, oral and written, among the parties with respect to such subject matter. To the extent any provision of this Assignment conflicts with any provision of the Purchase Agreement, the Purchase Agreement will govern.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

**"Assignee"**

Watkins Manufacturing Corporation, a  
California corporation

By: 

Name: Steven M. Hammock

Title: President

[Signature page to Trademark and Domain Name Assignment]



**Schedule A**

**Marks**

<b>U.S. Trademark Registration No.</b>	<b>Mark</b>
3,625,198	FREEFLOW SPAS
3,355,515	FANTASY SPAS
3,715,038	AQUATERRA SPAS



**Schedule B**

**Domain Names**

www.freeflowspas.com  
www.aquaterraspas.com  
www.fantasy-Spas.com  
www.factorydirecthottubs.com  
www.newlifespas.com  
www.hottubclearinghouse.com