

## 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
FLASHPOINT TECHNOLOGIES, LLC		12/17/2012	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	PENTAIR WATER POOL AND SPA, INC.		
Street Address:	1620 HAWKINS AVENUE		
City:	SANFORD		
State/Country:	MINNESOTA		
Postal Code:	27330		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85794751	ILLUMAVISION	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	612 371 3970		
Email:	tmg@lindquist.com		
Correspondent Name:	LINDQUIST & VENNUM LLP		
Address Line 1:	80 South Eighth Street, 4200 IDS Center		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	PENTAIR ASSIGNMENT		
NAME OF SUBMITTER:	CONNIE HEIKKILA		
Signature:	/connieheikkila/		

Date:

01/03/2014

Total Attachments: 3

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TRADEMARK ASSIGNMENT

December 17, 2012

WHEREAS, Flashpoint Technologies, LLC, a Florida limited liability company ("Assignor"), is the owner of those certain trademarks and trademark registrations (the "Marks") listed on Exhibit A attached hereto.

WHEREAS, Assignor has agreed to assign and does hereby assign to Pentair Water Pool and Spa, Inc., a Delaware corporation ("Assignee"), all rights, title, interest and licenses in and to the Marks.

WHEREAS, Assignee is a successor to the business of Assignor to which the Marks pertain, which business is ongoing and existing.

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

1. Assignor sells, assigns and transfers to Assignee the entire right, title and interest of Assignor in and to the Marks, together with the goodwill of the business symbolized thereby and also including all common law trademark, service mark and trade name rights in the Marks, as well as the right to recover and have damages and profits for past infringement, if any.

2. Assignor will assist Assignee in the prosecution before the United States Patent and Trademark Office and the federal courts of the United States of any matters relating to the Marks, including renewals, continuations, divisions, reissues, and substitutions, that Assignee elects to make covering the Marks.

3. Assignor will not execute any writing nor do any act conflicting with this Trademark Assignment, and Assignor will at any time upon request, without further or additional consideration, execute such additional writings and do such additional acts, including the giving of testimony, as Assignee or its successors and assigns may deem necessary or desirable in the enjoyment of this Trademark Assignment, and in enforcing any rights relating hereto.

4. The Commissioner for Trademarks of the United States is authorized and requested to recognize Assignee as the owner of the Marks, as applicable. Assignor also authorizes and requests the equivalent authorities in foreign countries to issue the Marks of foreign countries to Assignee as requested.

5. This Trademark Assignment and all the terms hereof shall inure to the benefit of and be binding upon Assignor and Assignee and their respective successors, assigns and legal representatives.

\* \* \* \* \*

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed effective as of the date first set forth above.

ASSIGNOR:

FLASHPOINT TECHNOLOGIES, LLC

By: [Signature]  
Its: FLASHPOINT LLC

*[Signature page to Trademark Assignment (Flashpoint Technologies, LLC)]*

EXHIBIT A TO TRADEMARK ASSIGNMENT

Marks:

Trademark Application	Serial No.	Filing Date
IllumaVision	85794751	December 4, 2012

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