

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM568587

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Project Eye, LLC		12/30/2019	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Pentair Water Pool and Spa, Inc.		
Street Address:	5500 Wayzata Blvd., Suite 900		
City:	Golden Valley		
State/Country:	MINNESOTA		
Postal Code:	55416		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5536595	MOBILE POOL BUILDER	
CORRESPONDENCE DATA			
Fax Number:	6127661600		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6127667000		
Email:	tcomesignature@faegredrinker.com		
Correspondent Name:	Jerome Borden/Sarah House		
Address Line 1:	90 South Seventh Street		
Address Line 2:	Suite 2200		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	429281.23		
NAME OF SUBMITTER:	Sarah M. House		
SIGNATURE:	/Sarah M House/		
DATE SIGNED:	03/24/2020		
Total Attachments: 4			
source=Trademark Assignment#page1.tif			
source=Trademark Assignment#page2.tif			
source=Trademark Assignment#page3.tif			

OP \$40.00 5536595

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “*Agreement*”), is entered into as of December 30, 2019, by and between Pentair Water Pool and Spa, Inc., a Delaware corporation (“*Purchaser*”), and Project Eye, LLC, a Texas limited liability company (“*Seller*”). Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement, dated as of the date hereof (the “*Asset Purchase Agreement*”), by and among Purchaser, Seller, and the members of Seller.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each Party hereby agrees as follows:

1. **Purchased Assets.** Seller hereby sells, grants, conveys, assigns, transfers and delivers to Purchaser, free and clear of all Liens or adverse claims of any kind whatsoever, all of Seller’s right, title and interest in and to the Intellectual Property listed in Appendix A hereto, together with all goodwill associated therewith and all trademark registrations, applications and renewals in connection therewith, and all claims for damages by reason of past, present or future infringement, dilution or misappropriation of the foregoing, with the right to sue for and collect the same.

2. **Subject to Asset Purchase Agreement.** This Agreement is subject to all the terms and conditions of the Asset Purchase Agreement. No provision of this Agreement shall be deemed to enlarge, alter or amend the terms or provisions of the Asset Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall control.

3. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. Each Party hereto may deliver an executed copy of this Agreement by PDF, facsimile or other electronic transmission to the other Party, and such delivery shall have the same force and effect as any other delivery of a manually signed copy of this Agreement.

4. **Governing Law.** This Agreement shall be governed in all respects by the laws of the State of Minnesota, without giving effect to any conflict of laws rules thereof that would require the application of the laws of any other jurisdiction.

[Remainder of Page Intentionally Blank]


IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first set forth above.

SELLER:

PURCHASER:

PROJECT EYE, LLC

PENTAIR WATER POOL AND SPA, INC.

By:  _____
Name: Brian Whitlock
Title: Manager and President

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first set forth above.

SELLER:

PURCHASER:

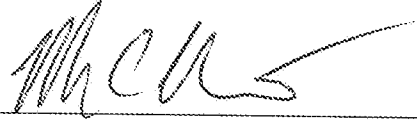
PROJECT EYE, LLC

PENTAIR WATER POOL AND SPA, INC.

By: _____

Name: _____

Title: _____

By:  _____

Name: Mark C. Borin

Title: Director

[Signature Page to Trademark Assignment]

APPENDIX A

Trademark	Country	Filing Date/ Registration Date	Application No./ Registration No.	Owner of Record
MOBILE POOL BUILDER (and Design)	United States	1/26/2017 8/7/2018	87/314,495 5,536,595	Project Eye, LLC