

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM667885

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
Eastern Leisure, Ltd.		08/11/2021	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bel-Aqua Pool Supply, Inc.		
<b>Street Address:</b>	20 Commerce Drive		
<b>City:</b>	New Rochelle		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10801		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2984714	EASTERN LEISURE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127323200		
<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>			
<b>Phone:</b>	2127323200		
<b>Email:</b>	flaws@clm.com, frank@clm.com		
<b>Correspondent Name:</b>	JENNIFER FRANK, CARTER LEDYARD & MILBURN		
<b>Address Line 1:</b>	2 WALL STREET		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10005		
<b>ATTORNEY DOCKET NUMBER:</b>	BEL23.005		
<b>NAME OF SUBMITTER:</b>	Jennifer Frank		
<b>SIGNATURE:</b>	/Jennifer Frank/		
<b>DATE SIGNED:</b>	08/16/2021		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

Trademark Assignment Agreement ("Agreement"), dated as of August 11, 2021 (the "Effective Date"), between Eastern Leisure Ltd., a New York corporation with its principal place of business at 20 Commerce Drive, New Rochelle, New York 10801 ("ASSIGNOR") and Bel-Aqua Pool Supply, Inc., a New York corporation with its principal place of business at 20 Commerce Drive, New Rochelle, New York 10801.

### **PREAMBLE**

ASSIGNOR wants to assign, transfer, convey, and deliver to ASSIGNEE all of ASSIGNOR's right, title, and interest in and to the trademarks, trademark applications, trademark registrations, and the domain names set forth on Schedule A (collectively, the "Assigned Marks") together with all goodwill of the business symbolized by the Assigned Marks, on the terms and conditions set out in this Agreement.

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

**1. ASSIGNMENT.** ASSIGNOR hereby assigns, transfers, conveys, and delivers to ASSIGNEE, ON AN "AS IS" BASIS, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHER WARRANTIES, CONDITIONS, GUARANTEES OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED AND WITHOUT RECOURSE OF ANY KIND TO ASSIGNOR all of ASSIGNOR's right, title, and interest in and to the Assigned Marks, together with all goodwill of the business symbolized by the Assigned Marks, and all common law rights associated therewith, as well as any collateral or attendant rights, privileges, and protections of any kind, whether registered or unregistered, including, without limitation, the right to sue and recover for any past or continuing infringements or contract breaches related to the Assigned Marks, the right to renew any registrations related to the Assigned Marks, the right to apply for trademark or service mark registrations within or outside the United States based in whole or in part upon the Assigned Marks, and any priority right that may arise from the Assigned Marks, the same to be held and enjoyed by ASSIGNEE as fully and entirely as said interest could have been held and enjoyed by ASSIGNOR had this sale, assignment, transfer, and conveyance not been made.

**2. FURTHER ACTION.** Upon ASSIGNEE's reasonable request, and at ASSIGNEE's sole cost and expense, ASSIGNOR shall execute and deliver such further documents or instruments of transfer, subject to the terms of this Agreement, necessary to effect and record the valid and lawful assignment of the Assigned Marks in the United States and in all jurisdictions outside of the United States to ASSIGNEE, its successors and assigns.

**3. RECORDATION.** Assignor hereby authorizes and requests the United States Patent and Trademark Office, and/or any other applicable government authority or registrar, to record ASSIGNEE as owner of the Assigned Marks.

**4. GOVERNING LAW.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice or conflict

of laws provision or rule, whether in the State of New York or any other jurisdiction, that would cause the laws of any jurisdiction other than the State of New York to apply.

**5. COUNTERPARTS; ELECTRONIC SIGNATURES.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. Electronic signatures to this Agreement shall be valid and binding.

**6. SUCCESSORS/ASSIGNS.** This Agreement is binding upon and inures to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, each party to this Agreement has signed and delivered this Agreement as of the date first written above.

EASTERN LEISURE LTD.

BEL-AQUA POOL SUPPLY, INC.

By: Susan Wisan

By: Scott Silver

Name: SUSAN WISAN

Name: SCOTT SILVER

Title: officer

Title: PRESIDENT.

**SCHEDULE A**

<b><u>Trademark Name</u></b>	<b><u>Filing Date</u></b>	<b><u>Serial Number</u></b>	<b><u>Registration Number</u></b>	<b><u>Registration Date</u></b>
EASTERN LEISURE	April 22, 2004	76/588,176	2984714	August 16, 2005