

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM725996

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900672985		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Water Works Technologies Group, LLC		12/31/2021	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Hayward Industries, Inc.		
Street Address:	400 Connell Drive, Suite 6100		
City:	Berkeley Heights		
State/Country:	NEW JERSEY		
Postal Code:	07922		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4966147	FIREFX	
Registration Number:	5505895	FIREFX	
CORRESPONDENCE DATA			
Fax Number:	6176079336		
<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:	6174496561		
Email:	lshyavitz@mccarter.com		
Correspondent Name:	Lori J. Shyavitz		
Address Line 1:	McCarter & English, LLP		
Address Line 2:	265 Franklin Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	096964-01151		
NAME OF SUBMITTER:	Lori J. Shyavitz		
SIGNATURE:	/Lori J. Shyavitz/		
DATE SIGNED:	05/05/2022		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Assignment Agreement**”) is entered into as of December 31, 2021, by and between Hayward Industries, Inc., a New Jersey corporation (“**Assignee**”), and Water Works Technologies Group, LLC, a Florida limited liability company (“**Assignor**”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement, dated as of the date hereof (as amended or otherwise modified from time to time, the “**Purchase Agreement**”), by and among Assignor, Assignee, and the Founders named therein.

WHEREAS, pursuant to, and subject to the terms and conditions of, the Purchase Agreement, Assignor desires to sell, convey, transfer, deliver and assign to Assignee the Intellectual Property owned by, licensed to or used or held for use by Assignor as of the date first written above, and all goodwill associated therewith, including the Intellectual Property listed on Exhibit A hereto.

WHEREAS, pursuant to the Purchase Agreement, the execution and delivery of this Assignment Agreement is a condition precedent to the closing of the transactions contemplated by the Purchase Agreement.

WHEREAS, Assignor is willing to assign all rights it may have in and to all Intellectual Property owned by, licensed to, or used or held for use by Assignor as of the date first written above on the terms and subject to the conditions set forth in this Assignment Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. **Assignment.** Effective as of the date first written above, Assignor hereby irrevocably sells, conveys, transfers, delivers and assigns to Assignee, its successors and assigns, in perpetuity, all of Assignor’s worldwide right, title and interest in and to all Intellectual Property owned by Assignor or used or held for use by Assignor as of the date first written above, including the Intellectual Property identified in Exhibit A (collectively, the “**Assigned IP**”).

2. **Further Assurances.** Assignor shall provide Assignee, its successors and assigns with all such assistance as they may reasonably request to confirm or for the full utilization of the rights granted in Section 1, above, including, without limitation, upon request by Assignee to execute any further assignments or other documents or instruments necessary or desirable to confirm, record or otherwise carry out the purposes or intent of this Assignment Agreement. Assignor acknowledges and agrees that Assignee or any of its Affiliates may record and perfect this Assignment Agreement or such documentation in any jurisdiction throughout the world, at the sole cost of Assignee, and Assignor shall reasonably cooperate therewith. Assignor shall not assert any right, title or interest in or to any of the Assigned IP and shall not use any of the Assigned IP except as otherwise expressly authorized by Assignee in writing.

3. **Terms of the Purchase Agreement.** The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. **Controlling Law and Jurisdiction.** This Assignment Agreement is governed by and will be construed in accordance with the laws of Delaware, applicable therein without giving effect to any choice of law or conflict of law provision or rule (whether Delaware or any other jurisdictions) that would cause the application of the laws of any jurisdiction other than Delaware.

5. **Entire Agreement; Amendment.** This Assignment Agreement, together with Exhibit A attached hereto, the Purchase Agreement and the other agreements contemplated thereby, constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede any and all other understandings and agreements, either oral or written, between the parties hereto with respect to such subject matter. This Assignment Agreement may not be altered, amended or modified, except by written instrument signed by the parties hereto.

6. **Non-Waiver of Rights.** The failure of a party hereto to enforce any of the provisions of this Assignment Agreement or any rights with respect thereto shall in no way be considered to be a waiver of such provisions or rights or in any way affect the validity of this Assignment Agreement. In order to be enforceable, a waiver must be in writing and signed by the party against whom the waiver is to be enforced. The failure of any party to exercise any of said provisions or rights shall not preclude or prejudice such party from later enforcing or exercising the same or any other provisions or rights that it may have under this Assignment Agreement.

7. **Headings.** The headings and captions used in this Assignment Agreement are intended and shall for all purposes be deemed to be for convenience only and shall have no force or effect whatsoever in the interpretation of this Assignment Agreement.

8. **Counterparts.** This Assignment Agreement may be executed in multiple counterparts (including email, facsimile or other electronically transmitted counterparts), each of which will be deemed an original, but all of which together shall constitute one agreement.

9. **Invalid Provisions.** If any term, provision, covenant or condition of this Assignment Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the parties desire the remainder of the provisions to remain in full force and effect and not to be affected, impaired or invalidated.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Assignment Agreement as of the date first written above.

WATER WORKS TECHNOLOGIES GROUP, LLC

By 
Name: Kevin Doyle
Title: Manager

HAYWARD INDUSTRIES, INC.

By _____
Name: Eifion Jones
Title: Senior Vice President – Chief Financial
Officer and Treasurer

[Signature Page to Intellectual Property Assignment Agreement]

**TRADEMARK
REEL: 007703 FRAME: 0161**

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Assignment Agreement as of the date first written above.

WATER WORKS TECHNOLOGIES GROUP, LLC

By _____

Name: Kevin Doyle

Title: Manager

HAYWARD INDUSTRIES, INC.

By _____



Name: Eifion Jones

Title: Senior Vice President – Chief Financial
Officer and Treasurer

EXHIBIT A

Intellectual Property

App. No. -- Pat. No.	Title	Filing Date -- Issue Date	Priority Date
US14/523,720 -- US9,062,839	SELECTIVELY ILLUMINABLE DECORATIVE FIXTURE ASSEMBLIES FOR POOLS, SPAS AND FOUNTAINS	10-24-2014 -- 06-23-2015	10-24-2014
US14/744,931 -- US9,897,307	SELECTIVELY ILLUMINABLE DECORATIVE FIXTURE ASSEMBLIES FOR POOLS, SPAS AND FOUNTAINS	06-19-2015 -- 02-20-2018	10-24-2014
US14/821,962*	N/A*	08-12-2015	10-24-2014
US15/729,222 -- US10,221,583	ARTIFICIALLY-LIGHTED WATERFALL FIXTURE APPARATUS AND ARTIFICIAL LIGHT-FOCUSING MODULE	10-10-2017 -- 03-05-2019	10-10-2017
US16/293,049 -- US10,865,580	ARTIFICIALLY-LIGHTED WATERFALL FIXTURE APPARATUS AND ARTIFICIAL LIGHT-FOCUSING MODULE	03-05-2019 -- 12-15-2020	10-10-2017

* US14/821,962 is an unpublished and abandoned U.S. patent application that claims benefit of US14/744,931

Trademarks

Mark	Ser./App. No. [Country Code]	Reg. No.	Int. Class	Goods and Services	Owner
FIREFX (text)	86608006 [US]	4966147	011	Ornamental fountains	Water Works Technologies Group, LLC
FIREFX (text)	87244724 [US]	5505895	011	LED lights for use in ornamental water fountains	Water Works Technologies Group, LLC