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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Pate	hed original documents or copy thereof.	
1. Name of conveying party(ies): Hayward/PoolRay, Inc. (Formerly known as PRWW Acquisition Corp.) Additional name(s) of conveying party(ies) attached?yesXno  3. Nature of Conveyance:	2. Name and address of receivers (a) (a) (b) (c) (c) (c) (d) (d) (d) (d) (e) (e) (e) (e) (e) (e) (e) (e) (e) (e	
_X Assignment Security Agreement Merger Change of Name Other Execution Date:December 23, 1998	Street Address:	
4. Application number(s) or patent number(s):  If this document is being filed together with a new application, the execution date of the application is:  A. Patent Application No.(s)  B. Patent No.(s) 5,341,847; 5,396,677; and 5,418,994  //  Additional numbers attached? YesX No		
Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved:3	
Name: RALPH W. SELITTO, JR. Internal Address: Street Address: P.O. BOX 1477	7. Total fee (37 CFR 3.41): \$ 120.00  X Enclosed Authorized to be charged to deposit account	
City: <u>EDISON</u> State: <u>NEW JERSEY</u> Zip: <u>08818</u>	8. Deposit account number: 19-1218  (Attach duplicate copy of this page if paying by deposit account)	
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9. Statement and signature.  To the best of my knowledge and belief, the foregoing information is true and correct and ariv attached copy is a true copy of the original document.  RALPH W. SELITTO, JR.  Name of Person Signing  Signature  Total number of pages comprising cover sheet: 3		

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REEL: 9689 FRAME: 0227

## **ASSIGNMENT OF UNITED STATES PATENTS**

WHEREAS, Hayward/PoolRay, Inc. (formerly known as PRWW Acquisition Corp.), a corporation organized and existing under the laws of the State of New Jersey and having a place of business at 900 Fairmount Avenue, Elizabeth, New Jersey 07207 (hereinafter the "ASSIGNOR"), is the sole and exclusive owner of the following unexpired U.S. patents:

U.S. Patent Nos.	Titles	Issue Dates
5,341,847	Underwater Cleaning Apparatus	August 30, 1994
5,396,677	Underwater Cleaning Device	March 14, 1995
5,418,994	Underwater Surface Cleaning Apparatus	May 30, 1995

WHEREAS, H-Tech, Inc., a corporation organized and existing under the laws of the State of Delaware and having a place of business at 103 Springer Building, 3411 Silverside Road, Wilmington, Delaware 19810 (hereinafter the "ASSIGNEE"), is desirous of acquiring the entire right, title and interest of the ASSIGNOR in and to the aforesaid Patents and the inventions covered thereby.

NOW, THEREFORE, in consideration of and in exchange for the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the ASSIGNOR hereby sells, assigns, transfers, and sets over to the ASSIGNEE the said inventions and the said Patents, the same to be held and enjoyed by the ASSIGNEE for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, to the end of the term or terms for which said Patents are or may be granted, reissued or reexamined, and as fully and entirely as the same would have been held and enjoyed by the

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ASSIGNOR if this assignment had not been made, together with all unsatisfied claims for damages by reason of past infringement of said Patents and the right to sue for such damages and collect same for its own use and behoof, and for the use and behoof of its successors, assigns, or other legal representatives.

IN WITNESS THEREOF, the ASSIGNOR has caused this instrument to be executed and delivered by its proper officer thereunto duly authorized.

Hayward/PoolRay, Inc.

Name: Paul K. Lawer

Title: Vice President/Treasurer

State of New Jersey County of Union

On this 23 day of  $\Re ecember$ , 1998, before me personally came the abovenamed Paul K. Lawer, who I am satisfied is the person named in the foregoing instrument, who executed the foregoing instrument on behalf of Hayward/PoolRay, Inc., and who acknowledged to me that the same was executed by him of his own free will for the uses and purposes therein set forth.

NOTARY PUBLIC

Notary Public of New Jersey
1.D. No. 2207546

Commission Expires 11/17/2002

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