

03-15-2007

HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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103382541

To the Honorable Commissioner of Patents

attached original documents or copy thereof

1. Name of conveying party(ies):

ALAN SCHUSTER

Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other

Execution Date: January 26, 2007

2. Name and address of receiving party(ies):

Name: SMARTPOOL, INC.

Internal Address:

Street Address: 687 PROSPECT STREET

City: LAKEWOOD State: NJ ZIP: 08701

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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)

11/701,032

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: CLIFFORD G. FRAYNE

Internal Address:

Street Address: 136 DRUM POINT ROAD

SUITE 7A

City: BRICK State: NJ ZIP: 08723

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41):..... \$ 40.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

CLIFFORD G. FRAYNE

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: 2

1. Name of conveying party(ies):

LARRY RUIZZO

SHAWN MIKUSKI

RICHARD HOLSTEIN

ASSIGNMENT

WHEREAS, WE, ALAN SCHUSTER and LARRY RUIZZO
citizens of THE UNITED STATES

residing at 1603 POETS GLADE DRIVE, APEX, NC 27523 and 687 PROSPECT STREET,
LAKEWOOD, NJ 08701, respectively
have made a certain invention in BIODEGRADABLE SURFACE LAYER FILM FOR POOLS OR SPAS
TO PREVENT EVAPORATION AND HEAT LOSS
said invention being disclosed, shown and described in an application for Letters Patent of the United
States, ~~recited on even date herewith and~~ Serial No. 11/701,032

WHEREAS, SMARTPOOL, INC.

(hereinafter called the "Company"), is desirous of acquiring the entire right, title and interest in and to said
invention and all Letters Patent that may be granted thereon;

NOW, THEREFORE, in consideration of the premises and in acknowledgment, confirmation and
performance of obligations which arose out of the terms and conditions of our employment by the Company
or an Affiliate of the Company at the time the invention was made, we do hereby sell, transfer and assign
to the Company, its successors and assigns, the entire right, title and interest in and to said invention, in
all countries of the world, and in and to all applications for Letters Patent that may be made therefor, in all
countries of the world, including specifically the aforesaid application and all Letters Patent that may be
granted thereon and all divisions, reissues, substitutions, continuations and extensions thereof and all
rights arising under or pursuant to any and all international agreements, treaties or laws relating to the
protection of industrial property by filing any such applications for Letters Patent. We hereby acknowledge
that this assignment, being of the entire right, title and interest in and to said invention, carries with it the
right in the Company to apply for and obtain from competent authorities in all countries of the world any
and all Letters Patent by attorneys and agents of the Company's selection and the right to procure the
grant of all such Letters Patent to the Company in its own name as assignee of the entire right, title and
interest therein.

We will, at the Company's expense, perform all lawful acts which the Company, its successors,
assigns, nominees and legal representatives may deem advisable to carry out the true purposes and intent
hereof and we will assist the Company, its successors, assigns, nominees and legal representatives, in
every lawful way to obtain, sustain and enforce Letters Patent for said invention, in all countries of the
world, as and when requested by the Company, including specifically, but without limitation, the following:

- (a) we will communicate to the Company all facts known to us respecting said invention;
- (b) we will, as and when requested by the Company, execute all lawful papers which the Company
may deem advisable for carrying out the true purposes and intent hereof, including all lawful
oaths and affidavits, one or more written confirmations of this assignment, all applications for
Letters Patent in foreign countries and all divisional, continuation, reissue and substitute
applications for Letters Patent for said invention; and
- (c) we will testify in any legal proceedings which involve said invention or any Letters Patent
granted therefor.

We acknowledge and agree that the obligations recited herein are binding on us and on our heirs,
executors, administrators and assigns forever.

IN WITNESS WHEREOF WE have hereunto set our hands and seals this 26th

day of January 2007

ALAN SCHUSTER

LARRY RUIZZO

Attest:

.....

PATENT

REEL: 019022 FRAME: 0419

ASSIGNMENT

WHEREAS, WE, SHAWN MIKUSKI and RICHARD HOLSTEIN
citizens of THE UNITED STATES

residing at 687 PROSPECT STREET, LAKEWOOD, NJ 08701

have made a certain invention in BIODEGRADABLE SURFACE LAYER FILM FOR POOLS OR SPAS
TO PREVENT EVAPORATION AND HEAT LOSS
said invention being disclosed, shown and described in an application for Letters Patent of the United
States, ~~executed on even date herewith and~~ Serial No. 11/701,032

WHEREAS, SMARTPOOL, INC.

(hereinafter called the "Company"), is desirous of acquiring the entire right, title and interest in and to said
invention and all Letters Patent that may be granted thereon;

NOW, THEREFORE, in consideration of the premises and in acknowledgment, confirmation and
performance of obligations which arose out of the terms and conditions of our employment by the Company
or an Affiliate of the Company at the time the invention was made, we do hereby sell, transfer and assign
to the Company, its successors and assigns, the entire right, title and interest in and to said invention, in
all countries of the world, and in and to all applications for Letters Patent that may be made therefor, in all
countries of the world, including specifically the aforesaid application and all Letters Patent that may be
granted thereon and all divisions, reissues, substitutions, continuations and extensions thereof and all
rights arising under or pursuant to any and all international agreements, treaties or laws relating to the
protection of industrial property by filing any such applications for Letters Patent. We hereby acknowledge
that this assignment, being of the entire right, title and interest in and to said invention, carries with it the
right in the Company to apply for and obtain from competent authorities in all countries of the world any
and all Letters Patent by attorneys and agents of the Company's selection and the right to procure the
grant of all such Letters Patent to the Company in its own name as assignee of the entire right, title and
interest therein.

We will, at the Company's expense, perform all lawful acts which the Company, its successors,
assigns, nominees and legal representatives may deem advisable to carry out the true purposes and intent
hereof and we will assist the Company, its successors, assigns, nominees and legal representatives, in
every lawful way to obtain, sustain and enforce Letters Patent for said invention, in all countries of the
world, as and when requested by the Company, including specifically, but without limitation, the following:

- (a) we will communicate to the Company all facts known to us respecting said invention;
- (b) we will, as and when requested by the Company, execute all lawful papers which the Company
may deem advisable for carrying out the true purposes and intent hereof, including all lawful
oaths and affidavits, one or more written confirmations of this assignment, all applications for
Letters Patent in foreign countries and all divisional, continuation, reissue and substitute
applications for Letters Patent for said invention; and
- (c) we will testify in any legal proceedings which involve said invention or any Letters Patent
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