

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT																
NATURE OF CONVEYANCE:	ASSIGNMENT																
CONVEYING PARTY DATA																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Name</th> <th style="text-align: center;">Execution Date</th> </tr> <tr> <td style="padding: 2px;">Sta-Rite Industries, LLC</td> <td style="padding: 2px;">12/15/2008</td> </tr> </table>	Name	Execution Date	Sta-Rite Industries, LLC	12/15/2008													
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Sta-Rite Industries, LLC	12/15/2008																
RECEIVING PARTY DATA																	
Name:	G-G Distribution and Development Co., Inc.																
Street Address:	28545 Livingston Avenue																
City:	Valencia																
State/Country:	CALIFORNIA																
Postal Code:	91355																
PROPERTY NUMBERS Total: 7																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Property Type</th> <th style="text-align: center;">Number</th> </tr> </thead> <tbody> <tr><td style="padding: 2px;">Patent Number:</td><td style="padding: 2px;">6533540</td></tr> <tr><td style="padding: 2px;">Patent Number:</td><td style="padding: 2px;">5408708</td></tr> <tr><td style="padding: 2px;">Patent Number:</td><td style="padding: 2px;">6464471</td></tr> <tr><td style="padding: 2px;">Patent Number:</td><td style="padding: 2px;">5862545</td></tr> <tr><td style="padding: 2px;">Patent Number:</td><td style="padding: 2px;">5291621</td></tr> <tr><td style="padding: 2px;">Patent Number:</td><td style="padding: 2px;">5570481</td></tr> <tr><td style="padding: 2px;">Patent Number:</td><td style="padding: 2px;">5862543</td></tr> </tbody> </table>	Property Type	Number	Patent Number:	6533540	Patent Number:	5408708	Patent Number:	6464471	Patent Number:	5862545	Patent Number:	5291621	Patent Number:	5570481	Patent Number:	5862543	
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Patent Number:	5862543																
CORRESPONDENCE DATA																	
Fax Number:	(212)354-8113																
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																	
Phone:	2128198200																
Email:	FCutajar@whitecase.com																
Correspondent Name:	White & Case LLP																
Address Line 1:	1155 Avenue of the Americas																
Address Line 2:	Patent Department																
Address Line 4:	New York, NEW YORK 10036																

OP \$280.00 6533540

500733184

PATENT
REEL: 021985 FRAME: 0652

ATTORNEY DOCKET NUMBER:

1131181-0004

NAME OF SUBMITTER:

Frances B. Cutajar

Total Attachments: 4

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ASSIGNMENT OF PATENTS

This Assignment of Patents ("Assignment") is made this 15th day of December 2008 by and between **Sta-Rite Industries, LLC**, a Wisconsin limited liability company ("Assignor"), and **G-G Distribution and Development Co., Inc.**, a California corporation having its principal place of business at 28545 Livingston Avenue, Valencia, CA 91355 ("Assignee").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor assigns, transfers and sets over unto Assignee its entire right, title and interest in and to the patent applications and patents contained in Schedule A attached hereto and any patents which may be issued and/or granted thereon, and including all patents and patent applications arising from all divisions, continuations, reissues and reexamination certificates and extensions thereof, including any actions, claims and demands whatsoever, known or unknown, that Assignor may have had thereunder prior to the date of this Assignment, the same to be held and enjoyed by Assignee for its own use and benefit and for its successors, assigns, and legal representatives, to the full end of the term for which each of said patents are or may hereafter be granted as fully and entirely as the same would have been held by Assignor had this Assignment not been made. This Assignment includes the grant by the Assignor to the Assignee of the right to claim priority for the applications contained in Schedule A under the International Convention for the Protection of Industrial Property and under any other international agreement to which the United States of America is or hereafter becomes a signatory.

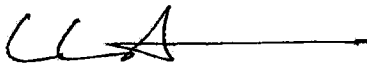
Assignor shall duly execute and deliver or cause to be executed and delivered all instruments of sale, conveyance, transfer and assignment, and notices, releases, acquittances and other documents and perform such further acts, as may be necessary to convey, transfer, assign and deliver to, and consolidate, vest and record in Assignee, full ownership of the Patents and other rights conveyed herewith.

All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be governed by the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflict of laws.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized officer on the date first above written.

ASSIGNOR:

Sta-Rite Industries, LLC
A Wisconsin limited liability company

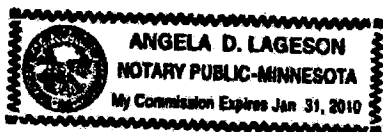
By: 
Name: Louis L. Ainsworth
Title: Secretary

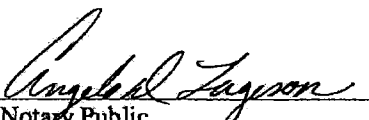
STATE OF Minnesota)
) SS:
COUNTY OF Hennepin)

On this 15th day of December 2008, personally came before me
Louis L. Ainsworth, and this person acknowledged under oath, to my satisfaction, that:

- (a) This person signed, sealed, and delivered the foregoing instrument in his authorized capacity, and
- (b) This document was signed and delivered by the entity upon which this person acted as its voluntary act and deed by virtue of authority from its directors.

[Seal]




Notary Public

IN WITNESS WHEREOF, Assignee has caused this Assignment to be executed by its duly authorized officer on the date first above written.

ASSIGNEE:

G-G Distribution and Development Co., Inc.
a California corporation

By: *Eric Kownacki*
Name: *Eric Kownacki*
Title: *CFO*

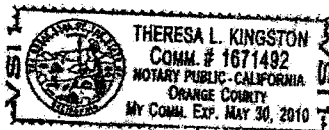
STATE OF *California*)
COUNTY OF *Orange*) SS:

On this *12th* day of *December* 2008, personally came before me *Theresa Kingston*, and this person acknowledged under oath, to my satisfaction, that:

(a) This person signed, sealed, and delivered the foregoing instrument in his authorized capacity; and

(b) This document was signed and delivered by the entity upon which this person acted as its voluntary act and deed by virtue of authority from its directors.

[Seal]



Theresa Kingston
Notary Public

Schedule A

Patents

PATENT	OWNER	PATENT NUMBER	ISSUE DATE	COUNTRY
Double-seal/oil-reservoir system for a motor/pump assembly	Sta-Rite Industries, LLC	US 6533540	03/18/2003	USA
Flow-control for a pump	Sta-Rite Industries, LLC	US 5408708	04/25/1995	USA
High-efficiency motor/pump system for jetted bath/spas	Sta-Rite Industries, LLC	US 6464471	10/15/2002	USA
Pressurized flow self-cleaning whirlpool tub system	Sta-Rite Industries, LLC	US 5862545	06/26/1999	USA
Spa jet assembly	Sta-Rite Industries, LLC	US 5291621	03/08/1994	USA
Suction-actuated control system for whirlpool bath/spa installations	Sta-Rite Industries, LLC	US 5570481	11/05/1996	USA
User-selectable multi-jet assembly for jetted baths/spas	Sta-Rite Industries, LLC	US 5862543	01/26/1999	USA