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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: **ASSIGNMENT**

CONVEYING PARTY DATA

Name	Execution Date
Blue Hawaiian Products, Inc.	10/21/2010

RECEIVING PARTY DATA

Name:	Viking Pools, LLC
Street Address:	176 Viking Drive
City:	Jane Lew
State/Country:	WEST VIRGINIA
Postal Code:	26378

PROPERTY NUMBERS Total: 5

Property Type	Number
Patent Number:	D491277
Patent Number:	D490161
Patent Number:	D490904
Patent Number:	D490903
Patent Number:	D455838

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER: 021872-0003(RMASON)

NAME OF SUBMITTER: Randi Mason **PATENT**

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Total Attachments: 4

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EXECUTION VERSION

PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "<u>Assignment</u>"), dated as of October 21, 2010, is made by BLUE HAWAIIAN PRODUCTS, INC., a Florida corporation, having its principal place of business at 2055 Blue Hawaiian Drive, Largo, Florida 33771 ("<u>Assignor</u>"), in favor of VIKING POOLS, LLC, a limited liability company, having a place of business at 176 Viking Drive, Jane Lew, West Virginia 26378 (the "<u>Assignee</u>").

WHEREAS, Assignor is the owner of the entire and exclusive right, title and interest in, to and under the Letters Patent of the United States and applications for Letters Patent in the United States and any and all foreign patents and patent applications, as identified on Schedule A hereto, and the respective inventions described and claimed therein, along with all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of intellectual property (collectively, the "Patent Rights");

WHEREAS, Assignee desires to acquire the entire and exclusive right, title and interest in, to and under the Patent Rights;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby sells, assigns, transfers and sets over to the Assignee, its Patent Rights, and all other patent rights that may be based thereon, including all renewals, divisions, substitutes, reissues, continuations, continuations-in-art, and all reissues or extensions thereof, and every priority right that is or may be predicated upon or arise from said Patents Rights, to the full end of the term and any extensions thereof for which said Patent Rights may be granted as fully and entirely as the same would have been held by the Assignor had this Assignment not been made.

The Assignor hereby acknowledges that this Assignment, being of the entire right, title and interest in and to the Patent Rights, carries with it the right in the Assignee 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 Assignee's selection and the right to procure the grant of all Letters Patent to the Assignee, for its own name as assignee of the entire right, title and interest in and to the Patent Rights.

The Assignor hereby further agrees to execute upon reasonable request any other lawful documents and likewise to perform any other lawful acts which may be necessary to fully secure the Patent Rights to the Assignee, its successors, assigns, and legal representatives, but at its or their expense and charges, including the execution of applications for patents in foreign countries, and the execution of substitution, reissue, divisional, or continuation applications and/or preliminary or other statements and the giving of testimony in any interference or other proceeding in which the Patent Rights may be involved; and the Assignor further hereby authorizes the Assignee or its attorneys or agents to insert the correct series number and filing date into this Assignment, if appropriate.

And for the considerations aforesaid, the Assignor agrees that it will communicate to Assignee, or its representatives, any facts known respecting the Patent Rights, whenever

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reasonably requested, and will, at Assignee's expense, testify in any legal proceeding, sign all lawful papers, make all rightful oaths and generally do everything possible to aid the Assignee, its successors, assigns and nominees, to obtain and enforce proper patent protection for the Patent rights in any and all countries.

The Assignor hereby covenants that it has full right to, and hereby does, authorize and request the Commissioner of Patents, or other proper governmental authority, to issue all Letters Patent or other documents evidencing the Patent Rights to the Assignee, its permitted successors and assigns, in accordance with this Assignment.

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BLUE HAWAIIAN POOLS, INC.

By:

Name:

Title:

STATE OF Florida)

COUNTY OF Tinellas)

On this day of October, 2010, before me the undersigned, a Notary Public for the State of Forder, personally appeared Roger Endeder, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Signature of Notary

MY EX

SHARON L. DUNCAN MY COMMISSION # DD 647336 EXPIRES: March 27, 2011 Bonded Thru Budget Notary Services

Signature Page to Patent Assignment

Schedule A

Patents

Serial Number/			
Patent Number	<u>Title</u>	Filing/Issue Date	Status
D491,277	Fiberglass Swimming	June 8, 2004	Issued
L	Pool		
D490,161	Fiberglass Swimming	May 18, 2004	Issued
	Pool		
D490,904	Fiberglass Swimming	June 1, 2004	Issued
	Pool		
D490,903	Fiberglass Swimming	June 1, 2004	Issued
	Pool		
D455,838	Fibgerglass	April 16, 2002	Issued
	Swimming Pool		

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RECORDED: 10/21/2010