

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Steve E. Gutai	01/16/2009
RECEIVING PARTY DATA	
Name:	Zodiac Pool Systems, Inc.
Street Address:	6000 Condor Drive
City:	Moorpark
State/Country:	CALIFORNIA
Postal Code:	93021
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	12880601
Application Number:	12906843
CORRESPONDENCE DATA	
Fax Number:	(303)629-3450
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	303-629-3435
Email:	brown.valerie@dorsey.com
Correspondent Name:	Valerie H. Brown
Address Line 1:	1400 Wewatta Street
Address Line 2:	Suite 400
Address Line 4:	Denver, COLORADO 80202-5549
ATTORNEY DOCKET NUMBER:	P188251.US.04 AND US.05
NAME OF SUBMITTER:	Valerie H. Brown
<p>Total Attachments: 4</p> <p>source=188251US4GutaiAssignment#page1.tif</p> <p>source=188251US4GutaiAssignment#page2.tif</p>	

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ASSIGNMENT

WHEREAS, I, Steve E. Gutai, residing at 1900 Sestri Lane, Unit 220, Petaluma, California 94954 (hereinafter, the "Assignor"), have invented certain new and useful systems, devices, and methods disclosed and described in utility applications for Letters Patent in the United States (hereinafter, the "Utility Application") and in patent applications under the Patent Cooperation Treaty and in Canada and Australia, (hereinafter, the "Foreign Applications"), all of which are more fully described in the attached Exhibit "A"; and

WHEREAS, Assignor desires to assign any and all right, title and interest to said Utility Application, and the Foreign Applications, and any provisional, non-provisional, continuation, continuation-in-part, divisional, international, foreign, regional and convention applications corresponding thereto, and any and all Letters Patent of the United States and countries and regions foreign thereto which may grant or have granted thereto or be lodged in relation thereto, any reissue or reexamination thereof or to be obtained therefor, any renewals, or substitutes thereof, and any and all priority rights or priority claims, International Convention rights, any and all rights to collect past damages for infringement of any and all Letters Patent of the United States and countries and regions foreign thereto which may be published, which may grant, or have granted thereto or be lodged in relation thereto, and other benefits accruing to or to accrue to Assignor with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto (the "Patent Rights");

WHEREAS, Zodiac Pool Systems, Inc., a corporation organized and existing under the laws of the State of Delaware, and having its principal place of business at 6000 Condor Drive, Moorpark, California 93021 (hereinafter, the "Assignee"), desires to acquire any and all, right, title, and interest of Assignor in and to the invention(s), the Patent Rights, and in, to, and under any and all Letters Patent to be obtained therefor;

NOW THEREFORE, for the sum of \$1.00 and other good and valuable consideration to Assignor in hand paid, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, and transfer and by these presents does hereby sell, assign and transfer to the said Assignee, and said Assignee's legal representatives, successors and assigns, any and all of the entire right, title and interest in and to the invention(s), Patent Rights, and any and all Letters Patent to be obtained therefor;

UPON SAID CONSIDERATION, the Assignor hereby covenants and agrees with the said Assignee that it will not execute any writing or do any act whatsoever conflicting with these presents, and that it will, at any time upon request, without further or additional consideration, but at the expense of the said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, provisionals, non-provisionals, continuations, continuations-in-part, continuing prosecutions, divisionals, renewals, reissues, reexamined or extended Letters Patent of the United States, or of any and all foreign countries, on said Patent Rights, and execute confirmatory assignments or acknowledgments of this assignment as necessary for full enjoyment of the Patent Rights and for recording in foreign patent offices, and in enforcing any rights or choses in action accruing as a result of such Patent Rights, by giving testimony in any proceedings or transactions involving such Patent Rights, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties;

UPON SAID CONSIDERATION, Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey any and all right, title, and interest in the

Patent Rights, and that Assignor has not conveyed nor will convey hereafter all or part of the Patent Rights to a third party;

ASSIGNOR HEREBY AUTHORIZES said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for Letters Patent in the U.S. and any and all foreign countries and regions, in its own name if desired, and additionally to claim priority to the filing date of the Utility Application and the Foreign Applications and otherwise take advantage of the provisions of any international conventions.

ASSIGNOR HEREBY AUTHORIZES Assignee, its successors and assigns, or anyone it may properly designate, to insert in this instrument the application number, filing date, and title of the Utility Application and the Foreign Applications once known.

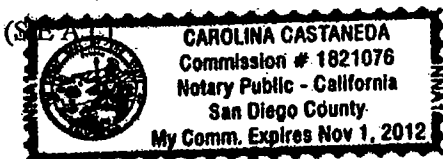
IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date: 1/16, ²⁰⁰⁹~~2008~~ cc By: [Signature]
Steve E. Gutai

STATE OF CALIFORNIA)
COUNTY OF San Diego) ss.

On this 16th day of January, ²⁰⁰⁹~~2008~~ cc, before me, Carolina Castaneda, personally appeared Steve E. Gutai, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



My commission expires: 11/01/2012

Carolina Castaneda
Notary Public

ACCEPTANCE OF ASSIGNMENT

The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.

IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance on the date and in the place set forth below.

Zodiac Pool Systems, Inc.

Date:

1/29 ²⁰⁰⁹/₂₀₀₈ ^{KA}

By:

Name:

Title:

Mark Cortell

Mark Cortell

V.P., General Counsel & Secretary

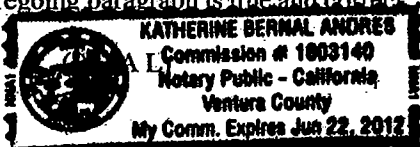
STATE OF CALIFORNIA)

COUNTY OF Ventura)

ss.

On this 29th day of January, ²⁰⁰⁹/₂₀₀₈, before me, Katherine Andres, Notary Public, personally appeared _____ who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



K. Andres
Notary Public

My commission expires:

06/22/2012

EXHIBIT A

Attorney Docket No.	Title	Country	Application No.	Filing Date
188251/PCT	Pool Filter	PCT	PCT/US2008/57927	21-Mar-2008
188251/AU	Pool Filter	Australia	2008201362	25-Mar-2008
188251/CA	Pool Filter	Canada	2627178	25-Mar-2008
188251/US/2	Pool Filter	U.S.	11/967664	31-Dec-2007
188251/US/3	Pool Filter	U.S.	12/053446	21-Mar-2008

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