PATENT ASSIGNMENT

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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
BRUCE W. MASKELL	03/02/2011

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:	13006672
Application Number:	61295221

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ATTORNEY DOCKET NUMBER: 61222/411987

NAME OF SUBMITTER: Angela M. Rossi

Total Attachments: 4

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PATENT REEL: 025953 FRAME: 0038 JP \$80.00 130066/2

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> PATENT REEL: 025953 FRAME: 0039

Attorney Docket No. 61222/411987

ASSIGNMENT

WHEREAS, I, Bruce W. Maskell, the undersigned inventor, have invented certain inventions and improvements disclosed in a provisional application entitled "Valves" which was filed with the U.S. Patent and Trademark Office on January 15, 2010 and assigned Serial No. 61/295,221 and in utility patent application entitled "Valves," which was filed with the U.S. Patent and Trademark Office on January 14, 2011 and assigned Serial No. 13/006,672.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned inventor, hereby:

Agree to sell, assign, transfer, and convey, and hereby do sell, assign, transfer, and 1) convey, to ZODIAC POOL SYSTEMS, INC., a corporation of the State of Delaware having a principal place of business at 6000 Condor Drive, Moorpark, California 93021 (hereinafter referred to as "ASSIGNEE"), the entire right, title, and interest in and to (a) any intellectual property (including without limitation any innovation, information, invention, discovery, product, process, work, or design) disclosed, embodied, affixed, shown, or claimed in the above-referenced patent applications, implicitly or explicitly; (b) the abovereferenced patent applications, any application based in whole or in part upon the abovereferenced patent applications (including without limitation any continuation, continuationin-part, reissue, reexamination, or non-U.S. patent application based in whole or in part on the above-referenced patent applications); and (c) any Patent (including without limitation U.S. and non-U.S. patents, utility models, industrial designs, divisionals, reissues, and reexaminations) that is granted or issued upon, or that claims priority to, any and all applications under (b) of this paragraph or that discloses or claims intellectual property under (a) of this paragraph, in whole or in part.

> PATENT REEL: 025953 FRAME: 0040

Attorney Docket No. 61222/411987

Assignment of Intellectual Property Rights

In Patent Application 13/006,672

Filed: January 14, 2011

U.S. Provisional Application No. 61/295,221

Filed: January 15, 2010

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2) Authorize and request the Commissioner of Patents or any other agency, U.S. or non-

U.S., to issue any and all Letters or other Patent(s), or other document(s), resulting from the

patent application(s) or intellectual property under paragraph 1 (including without limitation

any division(s), continuation(s) (in whole or in part), substitute(s), or reissue(s) thereof) to

the ASSIGNEE.

3) Agree to execute all papers and documents, including, without limitation,

applications, declarations, oaths, petitions, and other papers, and, entirely at the

ASSIGNEE'S expense, perform any acts which are necessary in connection with the

prosecution of patent applications or intellectual property under paragraph 1 and/or the

enforcement of patents or other rights resulting from such applications or intellectual

property.

4) Agree that the terms covenants and conditions of this assignment shall inure to the

benefit of the ASSIGNEE, its successors, assigns and other legal representative, and shall be

binding upon the inventors, as well as the inventor's heirs, legal representatives, and assigns.

5) Warrant and represent that I have not entered, and will not enter into, any assignment,

contract, or understanding that conflicts with this assignment.

6) This Assignment is expressly made NUNC PRO TUNC to have the same legal force

and effect as if executed on January 15, 2010 (the filing date of the above-referenced U.S.

provisional patent application).

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Assignment of Intellectual Property Rights
In Patent Application 13/006,672

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Signed on the date indicated beside my signature.

1) Signature: Mull College W. Maskell

Date: 2/MAR/2011

STATE OF

Before me, a Notary Public in and for the State of , on this _____ day of _____, 20 , personally appeared Bruce W. Maskell, who being duly swom, signed and acknowledged the foregoing Assignment as his free act and deed.

(SEAL)

NOTARY PUBLIC

My Commission Expires:

* please see attached

CALIFORNIA JURAT WITH AFFIANT STATEMENT

See Attached Document (Notary to cross out lines 1-6 below) ☐ See Statement Below (Lines 1–5 to be completed only by document signer[s], not Notary) Signature of Document Signer No. 1 Signature of Document Signer No. 2 (if any) State of California Ventura County of __ Subscribed and sworn to (or affirmed) before me on this proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (+) (and Name of Signer preved to me on the basis of satisfactory evidence appeared before me.) Signature _ Signature of Notary Public Place Notary Seal Above OPTIONAL -Though the information below is not required by law, it may prove RIGHT THUMBPRIN OF SIGNER #2 GHT THUMBPRIN OF SIGNER #1 valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document. Top of thumb here Top of thumb here **Further Description of Any Attached Document** Title or Type of Document Document Date: _ noue Signer(s) Other Than Named Above:

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