

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Goggles Cell Limited	10/05/2012
RECEIVING PARTY DATA	
Name:	SMARTPOOL, INCORPORATED
Street Address:	687 Prospect Street
City:	Lakewood
State/Country:	NEW JERSEY
Postal Code:	08701
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12116068
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Address Line 4:	Falls Church, VIRGINIA 22042
ATTORNEY DOCKET NUMBER:	4030-0290M
NAME OF SUBMITTER:	Shasta R. Corum
Total Attachments: 5 source=20121204Assignment2#page1.tif source=20121204Assignment2#page2.tif source=20121204Assignment2#page3.tif source=20121204Assignment2#page4.tif source=20121204Assignment2#page5.tif	

PATENT

PATENT ASSIGNMENT

THIS ASSIGNMENT is made as of the 5th day of October, 2012

BETWEEN

- (1) **Goggles Cell Limited**, with its registered address situate at Unit A, 8/F, Hing Win Industrial Building, 110 How Ming Street, Kwun Tong, Hong Kong (the "**Assignor**"); and
- (2) **SMARTPOOL, INCORPORATED** with its head office situate at 687 Prospect Street, Lakewood, New Jersey 08701 U.S.A. (the "**Assignee**").

WHEREAS:-

- (A) The Assignor is the registered applicant of the patents and the patent applications that were filed with the United States Patent and Trademark Office (hereinafter called "**USPTO**"), the State Intellectual Property Office of Peoples' Republic of China (hereinafter called "**PRC SIPO**") and the European Patent Office (hereinafter called "**EPO**"), particulars of which are set out in Schedule I attached hereto (hereinafter called the "**Patents**").
- (B) The Assignee wishes to acquire the entire right, title and interest in and to the Patents and the inventions therein described and claimed.

NOW THIS ASSIGNMENT WITNESSETH THAT:

1. In consideration of the payment to the Assignor by the Assignee of HONG KONG DOLLARS TEN ONLY (HK\$10.00) (the receipt and sufficiency whereof the Assignor hereby acknowledges), the Assignor with full title guarantee **HEREBY SELLS, ASSIGNS AND TRANSFERS** unto the Assignee, its successors and assigns, respectively, its entire right, title and interest in and to the Patents and the inventions therein contained, including the right to apply for all reissues, extensions, renewals, divisions and continuations thereof, absolutely during the residue of the term or terms for which the Patents may be issued and during any extensions of the said term or terms, to be held and enjoyed by the Assignee, its successors and assigns, respectively, the same as would have been held and enjoyed by Assignor, if this sale, transfer and

assignment had not been made.

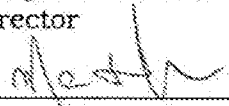
2. For greater certainty, the Assignor confirms that this sale, assignment and transfer includes, without limitation, all languages (including but not limited to computer and human languages whether now existing or subsequently developed), all of the Assignor's right, title and interest in and to any copyright, trademark, trade name, service mark, service name, patent, patent application and all other intellectual property or industrial property laws or rights of any type or nature concerning the Patents. Further, this sale, assignment and transfer is all-inclusive and is without reservation of any right, title, interest or use in any markets throughout the world, whether now existing or subsequently arising.
3. Upon the request of the Assignee, the Assignor within reasonable time will provide further records, documents, drawings, instruments and other documentation to assist the Assignee to complete the execution of patent applications and any reissues, extensions, renewals and divisions thereof to individual patent offices including but not limited to the USPTO, PRC SIPO and EPO for the Patents.
4. The Assignor shall at the request of the Assignee perform any act or execute any instrument or document or otherwise take whatever action is necessary for the purpose of completing the assignment of the Patents to or vesting title to the Patents in the Assignee, its successors and assigns and the registration of the Patents in the name of the Assignee, its successors and assigns with individual patent offices, including but not limited to the USPTO, PRC SIPO and EPO.
5. The Assignor represents and warrants to the Assignee that: (i) the Patents and the inventions described and claimed therein are owned by the Assignor and are either the Assignor's original work or the Assignor has the power and authority to assign all intellectual property rights in the Patents and the inventions described and claimed therein to the Assignee in accordance with this Assignment; (ii) except for the Licensing Agreement to be entered into between the Assignee, as licensor, and Joseph Hui, as licensee, there are no rights and interests outstanding which are inconsistent with the rights and interests granted under this Assignment; (iii) the Assignor has no knowledge of any intellectual property infringement claims, lawsuits, or demands arising under or in connection with the Patents by any third party; (iv) the Assignor has the right, authority and power to enter into this Assignment; (v) no third party consents, assignments or licenses are necessary in connection with this Assignment; and (vi) the Assignor has no obligations to any third party (whether by law or by contract) that could in any way prohibit the Assignor from assigning the intellectual

property rights concerning the Patents to the Assignee, its successor and assigns. The Assignor agrees to notify the Assignee immediately in writing if any facts and/or circumstances arise that would make any representation in this Assignment incorrect. The Assignor agrees that it, its executors and administrators will testify in any interference or other proceeding when requested to do so by the Assignee, its successor and assigns.

6. The Assignee shall pay for all costs and disbursements of and incidental to this Assignment.

IN WITNESS WHEREOF the parties have hereunto caused the Assignment to be duly executed the day and year first above written.

SIGNED on behalf of the Assignor
by Hui Wing Kin Martin,
its sole director



Hui Wing Kin Martin

OCT - 5 2012

SIGNED on behalf of the Assignee
by Lewis Dubrofsky, its Chief Operating Officer



Lewis Dubrofsky

OCT - 5 2012

**SCHEDULE I
PATENTS**

See attached

Source Ref	Sort- Key/Value	Client	Title Ref	Title	Applicant	Inventor	File Date	Country	App Num	Grant Date	Status	Next Date	Event Date
PWT7202	070202en	SP	CPH012	Pool Cleaning Vehicle having internal drive propulsion 具有内部驱动装置的水池清洗车	Google Cell Limited 彰化盛德有限公司	HUI Wing Kin	04/27/2009	cn	ZL 200910137636.X		Preliminary examination process		
PWT7203	070202ep	SP	B6272EP	Pool Cleaning Vehicle having internal drive propulsion 具有内部驱动装置的水池清洗车	Google Cell Limited 彰化盛德有限公司	HUI Wing Kin	04/17/2008	ep	89188194.2		QA		
PWT7204	070202us	SP	JH481926	Pool Cleaning Vehicle having internal drive propulsion 具有内部驱动装置的水池清洗车	Google Cell Limited 彰化盛德有限公司	HUI Wing Kin	05/06/2008	us	12/118068	07/17/2012	Granted	07/17/2016	