

## PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	ASSIGNMENT								
CONVEYING PARTY DATA									
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>DUSTIN BORG</td> <td>01/07/2014</td> </tr> <tr> <td>MARK BAUCKMAN</td> <td>01/07/2014</td> </tr> <tr> <td>KEVIN BRAIDIC</td> <td>01/13/2014</td> </tr> </tbody> </table>		Name	Execution Date	DUSTIN BORG	01/07/2014	MARK BAUCKMAN	01/07/2014	KEVIN BRAIDIC	01/13/2014
Name	Execution Date								
DUSTIN BORG	01/07/2014								
MARK BAUCKMAN	01/07/2014								
KEVIN BRAIDIC	01/13/2014								
RECEIVING PARTY DATA									
Name:	ZODIAC POOL SYSTEMS, INC.								
Street Address:	2620 COMMERCE WAY								
City:	VISTA								
State/Country:	CALIFORNIA								
Postal Code:	92081								
PROPERTY NUMBERS Total: 1									
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>29463361</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	29463361				
Property Type	Number								
Application Number:	29463361								
CORRESPONDENCE DATA									
Fax Number:	(404)541-3375								
Phone:	4048156500								
Email:	arossi@kilpatricktownsend.com								
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>									
Correspondent Name:	JOHN S. PRATT, KILPATRICK STOCKTON LLP								
Address Line 1:	1100 PEACHTREE STREET								
Address Line 2:	SUITE 2800								
Address Line 4:	ATLANTA, GEORGIA 30309								
ATTORNEY DOCKET NUMBER:	61222/888907								
NAME OF SUBMITTER:	ANGELA M. ROSSI								
Signature:	s/Angela M. Rossi/								

Date:

01/22/2014

Total Attachments: 2

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**ASSIGNMENT**  
(Patent Application)

We, Dustin Borg, Mark Bauckman and Kevin Braidic, the undersigned, have invented certain inventions and improvements disclosed in a design patent application entitled "FLOW CONTROL AND INDICATOR ASSEMBLY," which was filed with the U.S. Patent & Trademark Office on October 28, 2013 and assigned U.S. Design Application No. 29/463,361.

In consideration of good and valuable consideration, the receipt and sufficiency of which we acknowledge, we:

1. Agree to sell, assign, transfer, and convey, and hereby sell, assign, transfer, and convey, to ZODIAC POOL SYSTEMS, INC., a corporation of the State of Delaware having a place of business at 2620 Commerce Way, Vista, California 92081 ("Assignee"), the entire right, title, and interest in and to:
  - (a) all intellectual property (including, without limitation, any innovation, information, invention, discovery, product, process, work or design) disclosed, embodied, shown, or claimed in the above-referenced patent application, implicitly or explicitly;
  - (b) the above-referenced patent application, the right to claim priority to the above-referenced patent application, all applications based in whole or in part upon the above-referenced patent application, including, without limitation, all applications that are a provisional, non-provisional, design, divisional, continuation, continuation-in-part, registration, utility model, industrial design, reissue, renewal, substitute, extension, reexamination, post-grant review, inter partes review, supplemental examination or non-U.S. patent application or application for other rights based in whole or in part on the above-referenced patent application;
  - (c) all patents (including, without limitation, all U.S. and non-U.S. registrations, utility models, industrial designs, design patents, counterparts, continuations, continuations-in-part, divisionals, reissues, renewals, substitutes, extensions, reexaminations, post-grant reviews, inter partes reviews and supplemental examinations) that are granted or issued upon, or that claim priority to, any and all applications described in (b) of this paragraph or that disclose or claim intellectual property described in (a) of this paragraph, in whole or in part; and
  - (d) all claims for damages by reason of past infringement of any rights under the applications or patents described in (b) or (c) of this paragraph (including provisional rights to reasonable royalties pursuant to 35 U.S.C. §154(d)) and the right to sue for and collect such damages and royalties for Assignee's own use.

ASSIGNMENT

U.S. Design Application No. 29/463,361

Filed: October 28, 2013

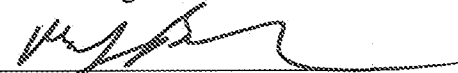
Page 2 of 2

2. Authorize and request the U.S. Patent and Trademark Office or any other U.S. or non-U.S. agency to issue to the Assignee any and all patent(s), or other rights or documents, resulting from the intellectual property, patent application(s) and patents described in paragraph 1 of this Assignment.
3. Agree to sign all papers and documents, including without limitation, applications, declarations, oaths and petitions, and, at the Assignee's expense, perform any acts that are necessary in connection with prosecution of patent application(s) or intellectual property described in paragraph 1 of this Assignment and the enforcement of patent(s) or other rights resulting from such patent application(s) 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 us, as well as our heirs, legal representatives, and assigns.
5. Warrant and represent that we have not entered, and will not enter, into any assignment, contract, or understanding that conflicts with this Assignment.


Signed on the date indicated beside my signature.

Signature:   
Dustin Borg

Date: 7-Jan-2014

Signature:   
Mark Bauckman

Date: 7-Jan-2014

Signature:   
Kevin Braidic

Date: 13-Jan-2014