

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>JOSEPH D. COHEN</td> <td>01/28/2014</td> </tr> <tr> <td>WILLIAM SCHLANGER</td> <td>01/28/2014</td> </tr> <tr> <td>FAIL-SAFE LLC</td> <td>01/28/2014</td> </tr> </tbody> </table>		Name	Execution Date	JOSEPH D. COHEN	01/28/2014	WILLIAM SCHLANGER	01/28/2014	FAIL-SAFE LLC	01/28/2014
Name	Execution Date								
JOSEPH D. COHEN	01/28/2014								
WILLIAM SCHLANGER	01/28/2014								
FAIL-SAFE LLC	01/28/2014								
RECEIVING PARTY DATA									
Name:	HAYWARD INDUSTRIES, INC.								
Street Address:	620 DIVISION STREET								
City:	ELIZABETH								
State/Country:	NEW JERSEY								
Postal Code:	07201								
PROPERTY NUMBERS Total: 1									
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>8281425</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	8281425				
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Patent Number:	8281425								
CORRESPONDENCE DATA									
Fax Number:	(973)297-3762								
Phone:	973-848-8623								
Email:	shalpern@mccarter.com								
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>									
Correspondent Name:	STEVEN E. HALPERN C/O MCCARTER & ENGLISH								
Address Line 1:	100 MULBERRY STREET								
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ATTORNEY DOCKET NUMBER:	96964-01418								
NAME OF SUBMITTER:	STEVEN E. HALPERN								
Signature:	/Steven E. Halpern/								

Date:

01/28/2014

Total Attachments: 3

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ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, Joseph D. Cohen, residing at 4695 Kingston Street, Denver Colorado 80239 ("COHEN"), William Schlanger, residing at 8171 N. Delbert Road, Parker, Colorado 80138 ("SCHLANGER"), and Fail-Safe LLC having a place of business at 4695 Kingston Street, Denver, Colorado 80239 ("FAIL-SAFE") (COHEN, SCHLANGER, and FAIL-SAFE referenced collectively as "ASSIGNORS") hereby sell, assign, transfer and convey unto Hayward Industries, Inc., a New Jersey corporation organized and existing under the laws of New Jersey and having a place of business at 620 Division Street, Elizabeth, New Jersey 07201 ("ASSIGNEE"), and/or its designees, all right, title and interest that exists today and may exist in the future in and to any and all of the following:

- (a) U.S. Patent No. 8,281,425 (the '425 Patent);
- (b) all patents and patent applications: (i) to which the '425 Patent directly or indirectly claims priority, (ii) for which the '425 Patent directly or indirectly forms a basis for priority, (iii) that were co-owned applications that incorporate by reference to or are incorporated by reference by the '425 Patent, (iv) that include at least one claim that is patentably indistinct from at least one claim of the '425 Patent, (v) that include at least one claim that is a statutory-type and/or obviousness-type double-patenting of at least one claim of the '425 Patent, and/or (vi) that is subject to a terminal disclaimer tied to the '425 Patent;
- (c) all reissues, reexaminations, extensions, continuations, *inter partes* review claims, continuations-in-part, continuing prosecution applications, requests for continuing examinations, divisions and registrations of any item in any of the foregoing categories (a) and (b), especially including without limitation any and all patent claims added, amended, and/or substituted during *inter partes* review and/or any and all claims added, amended and/or substituted by way of reexamination and/or broadening (or other) reissue;
- (d) all foreign patents, patent applications and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection and other governmental grants or issuances;
- (e) all inventions, invention disclosures and discoveries described in the '425 Patent that: (i) are included in any claim in the '425 Patent, (ii) are subject matter capable of being reduced to a patent claim in a reissue, reexamination, and/or *inter partes* proceeding on the '425 Patent, and/or (iii) could have been included as a claim in the '425 Patent;
- (f) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections or other governmental grants or issuance of any type related to any item in any of the foregoing categories (a) through (e), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty or other convention, treaty agreement or understanding;

- (g) all causes of action against any and all parties (whether known or unknown, or whether currently pending, filed or otherwise) and other enforcement rights under, or on account of, the '425 Patent and/or any item of the foregoing categories (b) through (f), including, without limitation, all causes of action against any and all parties and other enforcement rights for (i) damages, (ii) injunctive relief and (iii) any other remedies of any kind for past, current and future infringement; and
- (h) all rights to collect royalties or other payments under or on account of the '425 Patent and/or any item in any of the foregoing categories (a) through (g). [(a) – (h) referenced herein as the "Patent Rights"]

ASSIGNORS hereby authorize the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of ASSIGNEE, as the assignee to the entire interest therein. The terms and conditions of this Assignment of Patent Rights shall inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

ACCEPTED AND AGREED TO ON BEHALF OF FAIL-SAFE, LLC.

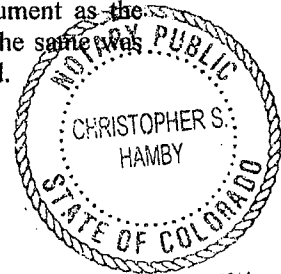
Date: 28 January 2014 By: [Signature]
 Joseph D. Cohen,
 President, Fail-Safe L.L.C.

ACCEPTED AND AGREED TO BY JOSEPH D. COHEN INDIVIDUALLY

Date: 28 January 2014 By: [Signature]
 Joseph D. Cohen, Individually

NOTARY: On this 28th day of January 2014, before me personally came the above-named Joseph D. Cohen to me personally known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument as the individual who executed the foregoing instrument, who acknowledged to me the same was executed by him of his own free will for the uses and purposes therein mentioned.

[Signature]
 Notary Public
 State of CO
 County of Denver



ACCEPTED AND AGREED TO BY WILLIAM SCHLANGER INDIVIDUALLY Comm. Exp. 10/22/2014

Date: 1/28/14 By: [Signature]
 William Schlanger, Individually

NOTARY: On this 28th day of January 2014, before me personally came the above-named William Schlanger to me personally known or proved to me on the basis of satisfactory

evidence to be the individual whose name is subscribed to the within instrument as the individual who executed the foregoing instrument, who acknowledged to me the same was executed by him of his own free will for the uses and purposes therein mentioned.

Amy K. Thompson
Notary Public
State of Colorado
County of Douglas

AMY K. THOMPSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20094023753
MY COMMISSION EXPIRES JULY 27, 2017