PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2				EPAS ID: PAT2709342	
SUBMISSION TYPE:		NEW ASSIGNMENT			
NATURE OF CONVEYANCE:		ASSIGNMENT			
CONVEYING PARTY DATA					
			lame	Execution Date	
VIKING POOLS, LLC				12/30/2013	
RECEIVING PARTY DATA					
Name: LATHAM POOL PRO			DUCTS, INC.		
Street Address:	787 WATERV	787 WATERVLIET-SHAKER ROAD			
City:	LATHAM	LATHAM			
State/Country:	NEW YORK				
Postal Code:	12110-2285				
PROPERTY NUMBERS Total: 1					
Property Type			Number		
Patent Number:		D4909	903		
CORRESPONDENCE DATA					
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Email: narobinson@kilpatricktownsend.com					
Correspondence will be sent via US Mail when the email attempt is unsuccessful. Correspondent Name: JOHN S. PRATT, ESQ., KILPATRICK TOWNSEND					
Address Line 1: 1100 PEACHTREE STREET, SUITE 2800					
Address Line 4: ATLANTA, GEORGIA 30309					
ATTORNEY DOCKET NUMBER:		61433-824102			
NAME OF SUBMITTER:		NATASHA M. ROBINSON			
Signature:		/Natasha M. Robinson/			
Date:		02/01/2014			
Total Attachments: 3 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif					

ASSIGNMENT

WHEREAS, Viking Pools, LLC, a West Virginia limited liability company, having its principal place of business at 176 Viking Drive, Jane Lew, West Virginia 26378 (hereinafter "ASSIGNOR"), owns certain inventions and improvements disclosed in an application for Letters Patent entitled "Fiberglass Swimming Pool," issued in the United States Patent and Trademark Office on June 1, 2004 as Patent No. D490903; and

1) Agrees to sell, assign, transfer, and convey, and hereby do sell, assign, transfer, and convey, to Latham Pool Products, Inc., a Delaware corporation, having a principal place of business at 787 Watervliet-Shaker Road, Latham. NY 12110-2285 (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 application, implicitly or explicitly; (b) the above-referenced patent application, any application based in whole or in part upon the above-referenced patent application, or non-U.S. patent application based in whole or in part on the above-referenced patent application); 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.

US2008 3253852.1

PATENT REEL: 032114 FRAME: 0797 2) Authorizes and requests 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) Agrees 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) Agrees 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) Warrants and represents that we [I] have not entered, and will not enter into, any assignment, contract, or understanding that conflicts with this assignment.

Assignment of Intellectual Property Rights In Design Patent D490903 Page 3 of 3

Attorney Docket No. 61433-824102

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officers and its seal to be affixed, this $\underline{\mathcal{I}}$ day of Verender 2013.

[Corporate Seaf]

ASSIGNOR: Viking Pools, LLC By Name Title:-

CERTIFICATE OF ACKNOWLEDGEMENT STATE OF UN COUNTY OF LEWIS

Before me, the undersigned attesting officer duly authorized to administer oaths, a Notary Public in and for the county aforesaid, on this 30 day of December, 2013. personally appeared THOMAS E. STRALB to me known personally, and who, being by me duly sworn, deposes and says that he/she is the PRESIDENT of Viking Pools, LLC, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and Thomas C. STRAUB, acknowledged said instrument to be the free act and deed of said corporation.



NOTARY PUBLIC: Jules Rules My Commission Expires: January 28, 2021

PATENT REEL: 032114 FRAME: 0799

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RECORDED: 02/01/2014