

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2901378

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
NEXT STEP PRODUCTS, LLC	06/03/2014

RECEIVING PARTY DATA

Name:	ZODIAC POOL SYSTEMS, INC.
Street Address:	2620 COMMERCE WAY
City:	VISTA
State/Country:	CALIFORNIA
Postal Code:	92081

PROPERTY NUMBERS Total: 40

Property Type	Number
Patent Number:	4962687
Patent Number:	5333228
Patent Number:	5376201
Patent Number:	5528714
Patent Number:	5617496
Patent Number:	5617497
Patent Number:	5789471
Patent Number:	5838860
Patent Number:	6200012
Patent Number:	6337945
Patent Number:	6367100
Patent Number:	6375342
Patent Number:	6393192
Patent Number:	6398397
Patent Number:	6422730
Patent Number:	6484952
Patent Number:	6561700
Patent Number:	6827464
Patent Number:	6971760
Patent Number:	7062129
Patent Number:	7204602

PATENT

Property Type	Number
Patent Number:	7229027
Patent Number:	7244037
Patent Number:	7303301
Patent Number:	7327930
Patent Number:	7410268
Patent Number:	7553039
Patent Number:	7699515
Patent Number:	7740367
Patent Number:	7910943
Patent Number:	7938567
Patent Number:	8100550
Application Number:	11757009
Application Number:	11761857
Application Number:	13290724
Application Number:	14073373
Application Number:	60190432
Application Number:	60318121
Application Number:	60592211
Application Number:	60732686

CORRESPONDENCE DATA

Fax Number: (561)659-6313
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 5616535000
Email: ip@akerman.com, angela.martin@akerman.com
Correspondent Name: AKERMAN LLP
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Address Line 4: WEST PALM BEACH, FLORIDA 33402-3188

ATTORNEY DOCKET NUMBER:	10380-0 0247805
NAME OF SUBMITTER:	MARK D. PASSLER
SIGNATURE:	/Mark D. Passler/
DATE SIGNED:	06/17/2014

Total Attachments: 5
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (the "Agreement") is made by and between Next Step Products, LLC, a Wyoming limited liability company (the "Assignor") and Zodiac Pool Systems, Inc., a Delaware corporation (the "Assignee"). Capitalized terms used herein have the meanings provided in that certain Asset Purchase Agreement entered into by and among Assignor, Assignee and solely with respect to certain provisions therein, Scitec Energy, Inc., a Wyoming corporation and Tiffany Holdings Pty Ltd., an Australian proprietary company, of even date herewith (the "Purchase Agreement"), unless otherwise defined herein.

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the Patents (as defined in the Purchase Agreement), including, without limitation, those listed on listed in Exhibit A hereto (the "Patents");

WHEREAS, Assignee is desirous of acquiring Assignor's entire right, title and interest in and to the Patents and the goodwill associated with each, including Assignor's right to sue and collect for past infringement thereof.

WHEREAS, this Agreement is being executed pursuant and subject to the Purchase Agreement.

NOW THEREFORE, in consideration of the Purchase Price paid by Assignee to Assignor pursuant to the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, and intending to be legally bound hereby, Assignor does hereby sell, assign, transfer and set over unto Assignee its entire right, title and interest in and to:

- (i) the Patents;
- (ii) all rights of priority with respect to the Patents under international conventions, including without limitation the Paris Convention for the Protection of Industrial Property, the International Patent Cooperative Union, the European Patent Convention and the Common Market Convention;
- (iii) all models and designs, domestic and foreign, which may hereafter be filed corresponding to the Patents;
- (iv) all forms of industrial property protection, including without limitation patents, utility models, inventors' certificates and designs which may be granted on the Patents; and
- (v) all continuations, continuations-in-part, divisionals, substitutes, reissues, reexaminations, renewals, patents of addition and extensions of and with respect to the Patents;

the same to be held and enjoyed by Assignee for its own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives, to the end of the term or terms for which the said Patents are granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by Assignor as if this Agreement had not been made, together with all of Assignor's right, title and interest in and to claims for damages by reason of past infringement of said Patents, with the right to sue for and collect the same for its own use

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and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

Whenever requested to do so by Assignee or its successors, assigns or other legal representatives, Assignor shall use its commercially reasonable efforts to promptly provide Assignee with all pertinent facts and documents relating to the Patents and any patents granted thereon, as may be known and accessible to Assignor, and Assignor shall execute and deliver any and all applications, assignments or other instruments which such requesting party shall deem necessary to more effectively complete the assignment of the Patents referred to herein and to allow Assignee and its successors, assigns or other legal representatives to apply for, protect, obtain, maintain, issue, defend and enforce letters patent of any country or to otherwise protect their respective interests therein. Assignee shall be responsible, at its expense, for the preparation, legalization and recording of any documents and the obtaining of any third party or governmental approvals or consent not required to be obtained by Assignor under the Purchase Agreement which may be necessary to effect and record the assignment of the Patents.

Assignor hereby covenants that it has not executed, and will not execute, any agreement or assignment to conflict herewith. The undersigned is empowered to sign this certificate on behalf of the Assignor. The Assignor acknowledges and agrees that Assignee would not have consummated the transactions contemplated by the Purchase Agreement without the Assignor entering into this Agreement.

[Signatures appear on the following page.]

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IN WITNESS WHEREOF, the Assignor has caused this Agreement to be executed this 3rd day of June, 2014.

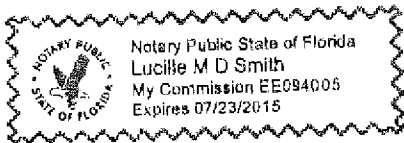
NEXT STEP PRODUCTS, LLC, Assignor

By: [Signature]
Name: MARK E. MASTERMAN
Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF Orange, ss.:

I HEREBY CERTIFY that on this 3rd day of June, 2014, before me, a Notary Public for the State and County aforesaid, personally appeared Mark Masterman known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and has executed the foregoing instrument for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, the day and year first above written.



[Signature]

Notary Public in and for the State of Florida

My commission expires: 7/23/15

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EXHIBIT A

Filing Date	Issue Date	Number	Title
08/17/1999	03/13/2001 (Abandoned)	6,200,012	Fiber optic light source having a dual characteristic fan
11/01/2005	12/04/2007 (Abandoned)	7,303,301	Submersible LED light fixture
05/21/1993	07/26/1994 (Expired)	5,333,228	Lateral illumination fiber optic cable device and method of manufacture
07/20/1994	04/01/1997 (Expired)	5,617,496	Lateral illumination fiber optic cable device and method of manufacture
12/22/1994	04/01/1997 (Expired)	5,617,497	Lateral illumination fiber optic cable device and method of manufacture
04/14/1997	08/04/1998	5,789,471	Polyvinyl chloride composition having enhanced light transmission and reflection characteristics
06/18/1996	11/17/1998	5,838,860	Fiber optic light source apparatus and method
09/15/1999	01/08/2002	6,337,945	Fiber optic light bar
12/19/2000	04/09/2002	6,367,100	Waterfall with locking upper and lower lips and an angled extrusion arm combined with a screen
08/02/2000	04/23/2002	6,375,342	Illuminated waterfall
08/02/2000	05/21/2002	6,393,192	Illuminated water feature
12/27/2000	06/04/2002	6,398,397	Fiber optic pool lighting apparatus
12/22/2000	07/23/2002	6,422,730	Fiber optic light source with two chamber cooling
12/20/2000	11/26/2002	6,484,952	Fiber optic illuminated waterfall
11/05/2001	05/13/2003	6,561,700	Fiber optic cable splice apparatus and method
10/31/2002	12/07/2004	6,827,464	Pool light controller
06/09/2004	12/06/2005	6,971,760	Nicheless pool light system
11/25/2002	06/13/2006	7,062,129	Fiber optic illuminating apparatus and method
09/09/2002	04/17/2007	7,204,602	Light emitting diode pool assembly
10/31/2005	06/12/2007	7,229,027	Waterfall producing device
11/12/2002	07/17/2007	7,244,037	Detachable pool light
02/25/2005	02/05/2008	7,327,930	Modular light emitting diode lighting system
06/13/2006	08/12/2008	7,410,268	Light emitting diode pool assembly
11/01/2006	06/30/2009	7,553,039	Method and system for controlling light fixtures
09/07/2007	04/20/2010	7,699,515	LED lighting system

EXHIBIT A TO PATENT ASSIGNMENT AGREEMENT

PATENT
REEL: 033118 FRAME: 0297

EXECUTION VERSION

Filing Date	Issue Date	Number	Title
06/12/2007	06/22/2010	7,740,367	Detachable pool light
11/01/2005	03/22/2011	7,910,943	Light emitting diode fixture and heat sink
02/26/2010	05/10/2011	7,938,567	LED lighting system
05/29/2009	06/24/2012	8,100,550	Method and system for controlling light fixtures
11/06/2013	N/A	14/703,373	Removable lighting assemblies
06/30/1993	12/27/1994 (Expired)	5,376,201	Method of manufacturing an image magnification device
09/23/1994	06/18/1996	5,528,714	Fiber optics light source with adjustable mounting, replaceable color wheel elements and cooling
06/12/2007	N/A (Abandoned)	2007/0279900	Submersible LED fixture system
06/01/2007	N/A (Abandoned)	2008/0297068	Method and system for lighting control
9/6/1988	10/16/1990	4,962,687 (Expired)	Variable Color Lighting System
11/7/2011	Abandoned	2012/0139446	Method and System for Lighting Control

PROVISIONAL APPLICATIONS

Filing Date	Issue Date	Number	Title
Provisional application	N/A	60/190,432	Fiber Optic Lighting System
Provisional application	N/A	60/592,211	Modular light-emitting diode lighting system
Provisional application	N/A	60/318,121	Light emitting diode assembly
Provisional application	N/A	60/732,686	Method and system for controlling light fixtures

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