

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3581377

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CALIFORNIA POOLS, INC.	09/30/2015
RECEIVING PARTY DATA	
Name:	RWS LA QUINTA, LLC
Street Address:	3106 EAST GARVEY AVENUE SOUTH
City:	WEST COVINA
State/Country:	CALIFORNIA
Postal Code:	91791
PROPERTY NUMBERS Total: 10	
Property Type	Number
Application Number:	13306963
Application Number:	29532376
Application Number:	61417868
Application Number:	61466539
Application Number:	61553187
Application Number:	61779582
Patent Number:	D693473
Patent Number:	D693474
Patent Number:	D698032
Patent Number:	D733901
CORRESPONDENCE DATA	
Fax Number:	(602)382-6070
<i>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.</i>	
Phone:	(602)382-6000
Email:	ipdocket@swlaw.com
Correspondent Name:	SNELL & WILMER L.L.P.
Address Line 1:	ONE ARIZONA CENTER, 400 EAST VAN BUREN
Address Line 2:	JOHN H. PLATT
Address Line 4:	PHOENIX, ARIZONA 85004-2202
ATTORNEY DOCKET NUMBER:	13292.00010

PATENT

NAME OF SUBMITTER:	JOHN H. PLATT
SIGNATURE:	/John H. Platt/
DATE SIGNED:	10/22/2015
Total Attachments: 9 source=1329200010_Preliminary_IP_Assignment_from_California_Pools_Inc._to_RWS_La_Quinta_LLC#page1.tif source=1329200010_Preliminary_IP_Assignment_from_California_Pools_Inc._to_RWS_La_Quinta_LLC#page2.tif source=1329200010_Preliminary_IP_Assignment_from_California_Pools_Inc._to_RWS_La_Quinta_LLC#page3.tif source=1329200010_Preliminary_IP_Assignment_from_California_Pools_Inc._to_RWS_La_Quinta_LLC#page4.tif source=1329200010_Preliminary_IP_Assignment_from_California_Pools_Inc._to_RWS_La_Quinta_LLC#page5.tif source=1329200010_Preliminary_IP_Assignment_from_California_Pools_Inc._to_RWS_La_Quinta_LLC#page6.tif source=1329200010_Preliminary_IP_Assignment_from_California_Pools_Inc._to_RWS_La_Quinta_LLC#page7.tif source=1329200010_Preliminary_IP_Assignment_from_California_Pools_Inc._to_RWS_La_Quinta_LLC#page8.tif source=1329200010_Preliminary_IP_Assignment_from_California_Pools_Inc._to_RWS_La_Quinta_LLC#page9.tif	

ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("Assignment Agreement") is effective as of the 30 day of Sept, 2015, by and between RWS La Quinta, LLC, ("RWS"), a California limited liability company with its principal place of business at 3106 East Garvey Avenue South, West Covina, CA 91791, and California Pools, Inc., ("CALPOOLS"), a California corporation, at 34 Waterworks Way, Irvine, CA 92618.

Recitals:

A. RWS designs, develops, manufactures, produces, markets, distributes, sells and services interchangeable pool and spa fitting systems and air channel systems that allow pool owners and builders to customize jet configurations, massage sensations, hydrotherapy effects and other water effects through its "Twirlybyrd" and "Airbar" product lines (the "Product Lines").

B. CALPOOLS owns certain tools used in the production, marketing, distribution and sale of the Product Lines ("CALTOOLING").

C. Furthermore, CALPOOLS is the owner of certain intellectual property rights ("CALPOOLS IP") that covers or is related to the Product Lines. The CALPOOLS IP includes certain trademarks and copyrights transferred to CALPOOLS by Master Supply, Inc. as set out in the Assignment Agreement attached herein as **Exhibit C**.

D. CALPOOLS previously extended a loan to RWS for manufacturing and tooling related to the Product Lines and for the prosecution of intellectual property that covers or is related to the Product Lines ("CALPOOLS IP"). In exchange for this loan, CALPOOLS currently retains the CALPOOLS IP as collateral.

E. RWS is now contemplating a sale of certain assets including the CALPOOLS IP and the CALTOOLING. In order to proceed with the sale, RWS intends to acquire the CALPOOLS IP as set forth on **Exhibit A** and **Exhibit B** attached hereto and the CALTOOLING described above.

F. In exchange for the transfer of certain assets including the CALPOOLS IP and CALTOOLING, CALPOOLS will be paid back for the loan extended to RWS in addition to half (1/2) of the royalty to be paid to RWS as a result of the contemplated sale.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, RWS and CALPOOLS agree as follows:

1. CALPOOLS does hereby sell, convey, assign, transfer and deliver unto RWS and its successors and assigns, and RWS hereby assumes, CALPOOLS entire right, title and interest in and to the CALPOOLS IP as set forth in **Exhibit A** and **Exhibit B** hereto, including all rights to sue and recover for any past infringements of the foregoing.

2. Furthermore, CALPOOLS does hereby sell, convey, assign, transfer and deliver unto RWS and its successors and assigns, CALPOOLS entire right, title and interest in and to the CALTOOLING described hereto.

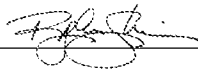
3. CALPOOLS hereby covenants and agrees that CALPOOLS will at any time upon the request of RWS execute and deliver any and all papers and do all lawful acts that may be necessary or desirable to perfect the rights, titles, and interests conveyed to RWS herein and RWS' successors and assigns and to permit RWS and RWS' successors and assigns to record this Assignment Agreement with any government office.

4. This Assignment Agreement shall bind and inure to CALPOOLS and RWS and their respective successors and assigns.

5. This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard for conflict of law rules, and the applicable law of the United States of America.

RWS LA QUINTA, LLC

CALIFORNIA POOLS, INC.

By: 
Title: President

By: 
Title: CEO

Exhibit A
ASSIGNED PATENTS AND PATENT APPLICATIONS

1. The full and exclusive right, title and interest in the below listed and to said invention contained in the below listed applications for Patents of the United States and in and to any and all Patents of the United States to be obtained therefor on the application or any continuations and continuations-in-part, divisions, renewals, substitutes, reexaminations, and reissues thereof, including, without limitation, all proceeds thereof and the rights to sue for all past, present and future infringement damages and remedies, for the full term or terms for which the same may be granted, and all right, title and interest in and to the invention in all foreign countries, and all applications for Patent, which may evolve therefrom, and all rights under the International Convention for the Protection of Industrial Property, including but not limited to, the right to claim priority, as to the list provided below.

2. CALPOOLS hereby covenants that it will promptly provide RWS, upon its request, with all pertinent facts and documents relating to the below mentioned Patents, the inventions and patent applications as may be known and accessible to CALPOOLS, and that CALPOOLS will testify as to the same in any interference or litigation related thereto, including past infringement related to the patent, and will take all lawful oaths and acts necessary, and will promptly execute and deliver to RWS or its legal representative and all papers, instruments or affidavits required to apply for, obtain, maintain, and enforce the inventions and below-mentioned applications, and any Patent in any country, which may be necessary or desirable to carry out the purposes.

3. The identification of a patent or associated patent application below shall suffice as identification of the priority document to which that patent or patent application relates back to for the purpose of identification of that patent application as part of the Assignment Agreement.

- U.S. Application No. 13/306,963 titled Combinable And Interchangeable Water Features
- U.S. Application No. 29/532,376 titled Spa And Pool Faceplate
- U.S. Application No. 61/417,868 titled System And Method For Interchangeable Water Features

- U.S. Application No. 61/466,539 titled Rotating Therapeutic Spa Jet
- U.S. Application No. 61/553,187 titled System And Method For Removable Directional Water Flow Features
- U.S. Application No. 61/779,582 titled Interchangeable Water Features With Deflectable Tab
- U.S. Design Patent No. D733,901 issued from application no. 29/434,817 titled Spa And Pool Faceplate
- U.S. Design Patent No. D698,032 issued from application no. 29/434,820 titled Spa And Pool Housing Component
- U.S. Design Patent No. D693,473 issued from application no. 29/434,823 titled Spa And Pool Jet Spindle
- U.S. Design Patent No. D693,474 issued from application no. 29/434,825 titled Spa And Pool Directional Flow Component

Exhibit B

ASSIGNED TRADEMARKS & COPYRIGHTS

- U.S. Trademark for “TWIRLYBYRD” – Reg. No. 4,172,840 (App. No. 85/331548)
- U.S. Trademark for “BUILD A BETTER SPA” – Reg. No. 4,371,887 (App. No. 85/795249)
- U.S. Copyright for TWIRLYBYRD TREE – Reg. No. VAu001113820

Exhibit C

ASSIGNMENT AGREEMENT BETWEEN
MASTER SUPPLY, INC. AND CALIFORNIA POOLS, INC.

ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("Assignment Agreement") is effective as of the ____ day of _____, 2015, by and between California Pools, Inc., ("CALPOOLS"), a California corporation, at 34 Waterworks Way, Irvine, CA 92618, and Master Supply, Inc., ("Master Supply"), formerly a California corporation, at 3106 East Garvey Ave., South West Covina, CA 91791.

Recitals:

A. CALPOOLS provides custom swimming pool and spa construction, swimming pool remodeling, outdoor kitchen installation, backyard accessories, and swimming pool water features to its customers ("Provided Services").

B. Master Supply was formerly a wholesaler of pool construction products. Furthermore, Master Supply is the owner of certain intellectual property rights ("Master Supply IP") that covers or is related to the Product Lines.

C. CAPOOLS intends to acquire the Master Supply IP as set forth on **Exhibit A** attached hereto.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CAPOOLS and Master Supply agree as follows:

1. Master Supply, does hereby sell, convey, assign, transfer and deliver unto CALPOOLS and its successors and assigns, Master Supply's entire right, title and interest in and to the Master Supply IP as set forth in **Exhibit A** hereto, including all rights to sue and recover for any past infringements of the foregoing.

2. CALPOOLS hereby assumes, all of Master Supply's right, title, and interest in and to the following:

(i) the trademarks, copyrights, service marks, names, corporate names, trade names, logos, slogans, trade dress, design rights and other similar designations of source or origin set forth in **Exhibit A** hereto and all associated state and federal copyright and trademark registrations and applications, together with the goodwill symbolized by any of the foregoing (the "Master Supply IP") as successor to the business of Master Supply to which the Master Supply IP pertain;

(ii) all rights of any kind whatsoever of Master Supply accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; and

(iii) any and all rights to sue and collect damages, royalties and payments for past, present and future infringement, misappropriation or other violation thereof.

3. Master Supply hereby covenants and agrees that Master Supply will at any time upon the request of CALPOOLS execute and deliver any and all papers and do all lawful acts that may be necessary or desirable to perfect the rights, titles, and interests conveyed to CALPOOLS herein and CALPOOLS' successors and assigns and to permit CALPOOLS and CALPOOLS' successors and assigns to record this Assignment Agreement with any government office.

4. This Assignment Agreement shall bind and inure to Master Supply and CALPOOLS and their respective successors and assigns.

5. This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard for conflict of law rules, and the applicable law of the United States of America.

CALIFORNIA POOLS, INC.

MASTER SUPPLY, INC.

By: _____

By: _____

Title: _____

Title: _____

Exhibit A

ASSIGNED TRADEMARKS & COPYRIGHTS

- U.S. Trademark for “TWIRLYBYRD” – Reg. No. 4,172,840 (App. No. 85/331548)
- U.S. Trademark for “BUILD A BETTER SPA” – Reg. No. 4,371,887 (App. No. 85/795249)
- U.S. Copyright for TWIRLYBYRD TREE – Reg. No. VAu001113820