

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Maax Corporation		09/18/2008	CORPORATION:
Maax KSD LLC		09/18/2008	LIMITED LIABILITY COMPANY:
Maax Canada Inc		09/18/2008	CORPORATION:
Maax Midwest, Inc		09/18/2008	CORPORATION:
Pearl Baths, Inc		09/18/2008	CORPORATION:
4200217 Canada Inc		09/18/2008	CORPORATION:
Maax Spas (Ontario), Inc		09/18/2008	CORPORATION:
Maax-Hydro Swirl Manufacturing Corp		09/18/2008	CORPORATION:
Aker Plastics Company Inc		09/18/2008	CORPORATION:
Maax Cabinets Inc		09/18/2008	CORPORATION:
Maax Spas (Arizona), Inc		09/18/2008	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	Maax Spas Industries Corp.
<b>Street Address:</b>	Brookfield Place, 181 Bay Street, Ste. 300
<b>City:</b>	Toronto, Ontario
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M5J 2T3
<b>Entity Type:</b>	CORPORATION:

**PROPERTY NUMBERS Total: 24**

Property Type	Number	Word Mark
Registration Number:	2437840	ESCAPE
Registration Number:	2770517	THERAMAX
Registration Number:	2282498	BACK THERAPY STATION
Registration Number:	1505721	CALIFORNIA COOPERAGE

CH \$615.00 2437840

Registration Number:	1351569	CALIFORNIA COOPERAGE
Registration Number:	1245176	CALIFORNIA COOPERAGE
Registration Number:	1126944	CALIFORNIA COOPERAGE
Registration Number:	2212520	CAPTAIN'S CHAIR
Registration Number:	2827857	DURAMAAX
Registration Number:	2151453	FOOT RELIEF ZONE
Registration Number:	1519706	HORIZON
Registration Number:	2094213	HYDROMAX
Serial Number:	77387150	HYDROSPORT
Registration Number:	2853040	INFINITI
Serial Number:	77387153	POWERPOOL
Registration Number:	1630753	POWERWORKS
Registration Number:	1279725	ROLL-TOP
Registration Number:	2844382	SAVANNAH SPAS
Registration Number:	2888509	SAVANNAH SPAS
Registration Number:	1519707	SPECTRUM
Registration Number:	1676343	THERMO-LOCK
Registration Number:	2841790	ZONE THERAPY
Serial Number:	75590827	LIFESTYLE SPAS
Registration Number:	2033434	

**CORRESPONDENCE DATA**

Fax Number: (212)310-8007  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: caroline.geiger@weil.com, phyllis.depaola@weil.com  
 Correspondent Name: Weil,Gotshal&Manges c/o Caroline Geiger  
 Address Line 1: 767 5th Avenue  
 Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: 29711.91.P.ROSEN

**DOMESTIC REPRESENTATIVE**

Name:  
 Address Line 1:  
 Address Line 2:  
 Address Line 3:  
 Address Line 4:

NAME OF SUBMITTER: Caroline P Geiger

Signature:

/Caroline P Geiger/

Date:

09/18/2008

**Total Attachments: 8**

source=Maax Spas - Trademark Assignment#page1.tif

source=Maax Spas - Trademark Assignment#page2.tif

source=Maax Spas - Trademark Assignment#page3.tif

source=Maax Spas - Trademark Assignment#page4.tif

source=Maax Spas - Trademark Assignment#page5.tif

source=Maax Spas - Trademark Assignment#page6.tif

source=Maax Spas - Trademark Assignment#page7.tif

source=Maax Spas - Trademark Assignment#page8.tif

UNITED STATES  
TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment"), effective as of this 18 day of September, 2008 ("Effective Date"), is from MAAX CORPORATION, a corporation incorporated under the laws of Nova Scotia; MAAX KSD LLC (formerly known as Maax KSD Corp.), a limited liability company organized and existing under the laws of Delaware; MAAX MIDWEST, INC., a corporation incorporated under the laws of Indiana; PEARL BATHS LLC (formerly known as Pearl Baths, Inc.), a limited liability company formed under the laws of Minnesota, 4200217 CANADA INC., a corporation incorporated under the laws of Canada; MAAX SPAS (ONTARIO) INC., a corporation incorporated under the laws of Canada; MAAX-HYDRO SWIRL MANUFACTURING CORP., a corporation incorporated under the laws of Washington; AKER PLASTICS COMPANY INC., a corporation incorporated under the laws of Indiana; MAAX CABINETS INC., a corporation incorporated under the laws of Quebec; and MAAX SPAS (ARIZONA), INC., a corporation incorporated under the laws of California (collectively, "Assignors"), on the one hand, to MAAX SPAS INDUSTRIES CORP., a corporation organized and existing under the laws of Delaware ("Assignee"), on the other hand.

WHEREAS, one or more of Assignors is the owner of each of the trademarks, trademark applications and/or trademark registrations listed in the attached Schedule A (the "Assigned Trademarks") and have a *bona fide* intent to use the Assigned Trademarks in connection with the goods and/or services for which such applications have been filed;

WHEREAS, Assignors are parties to that certain Asset Purchase Agreement, dated June 11, 2008 (as amended, restated or otherwise modified, the "APA"), pursuant to which Brookfield Bridge Lending Fund Inc., agreed to purchase the Business (as defined therein) from Assignors, including that portion of the business of Assignors in connection with which Assignors have a *bona fide* intent to use the Assigned Trademarks; and

WHEREAS, in connection with the purchase of such portion of Assignors' business, Assignee desires to acquire the Assigned Trademarks and any goodwill of the business symbolized thereby, and Assignors desire to assign the Assigned Trademarks and such goodwill to Assignee.

NOW, THEREFORE, for the consideration stated in the APA, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignors and Assignee agree as follows:

1. Assignors do hereby sell, assign, convey and deliver unto Assignee their entire right, title and interest, whether statutory or common law rights, in and to the Assigned Trademarks and the registrations thereof including, without limitation, all rights therein provided by international conventions and treaties, as well as the right to any renewals and extensions that may be granted thereon and the right to prosecute any applications therefor, together with any goodwill of the business symbolized thereby, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as the same would have been held and enjoyed by Assignors if this assignment and sale had not been made, as assignee of their entire right, title and interest therein and in and to all income, royalties, damages and payments now or

hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity); together with the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.


2. For avoidance of doubt, Assignors are not responsible for the payment of any fees arising from and after the date hereof that are required to maintain any registrations and applications for registrations relating to the Assigned Trademarks.
3. This Assignment is binding upon, and inures to the benefit of, the parties and their respective legal representatives, successors and assigns.
4. Assignors hereby request the U.S. Commissioner of Patents and Trademarks record this Assignment. Assignee shall bear all costs associated with such recordation.
5. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Assigned Trademarks.
6. Except as set forth above, Assignors make no warranty in this Assignment, express or implied, with respect to the Assigned Trademarks.
7. Assignors will take all actions and execute all additional documents as may be necessary or desirable to record or memorialize the assignments of the Assigned Trademarks set forth herein, and to vest in Assignee such right, title, and interest in and to the Assigned Trademarks as granted to Assignee, and shall not enter into any agreement in conflict with this Assignment.

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.


**MAAX CORPORATION**

By: \_\_\_\_\_   
Name:  
Title:


**MAAX KSD LLC**

By: \_\_\_\_\_   
Name:  
Title:

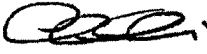
**MAAX CANADA INC.**

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

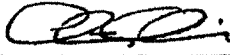
**MAAX MIDWEST, INC.**

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


**PEARL BATHS LLC**

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

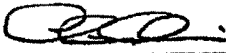
**4200217 CANADA INC.**

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


**MAAX SPAS (ONTARIO) INC.**

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MAAX-HYDRO SWIRL MANUFACTURING CORP.**

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**AKER PLASTICS COMPANY INC.**

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MAAX CABINETS INC.**

By:   
Name:  
Title:

**MAAX SPAS (ARIZONA), INC.**

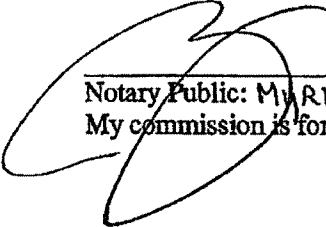
By:   
Name:  
Title:

**MAAX SPAS INDUSTRIES CORP.**

By:   
Name:  
Title:

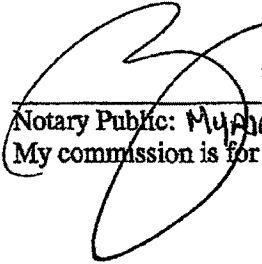
CANADA )  
 ) :ss  
PROVINCE OF QUEBEC )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by DENIS AUBIN on behalf of MAAX CORPORATION; MAAX KSD LLC; MAAX MIDWEST, INC.; PEARL BATHS LLC; 4200217 CANADA INC.; MAAX SPAS (ONTARIO) INC.; MAAX-HYDRO SWIRL MANUFACTURING CORP.; AKER PLASTICS COMPANY INC.; MAAX CABINETS INC.; and MAAX SPAS (ARIZONA), INC., as his/her act and deed, and the free act and deed of these entities.

  
Notary Public: MURIAM SARRAZIN  
My commission is for life.

CANADA )  
 ) :ss  
PROVINCE OF QUEBEC )

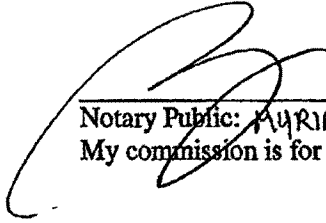
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by DENIS AUBIN on behalf of MAAX CORPORATION; MAAX KSD LLC; MAAX MIDWEST, INC.; PEARL BATHS LLC; 4200217 CANADA INC.; MAAX SPAS (ONTARIO) INC.; MAAX-HYDRO SWIRL MANUFACTURING CORP.; AKER PLASTICS COMPANY INC.; MAAX CABINETS INC.; and MAAX SPAS (ARIZONA), INC., as his/her act and deed, and the free act and deed of these entities.

  
Notary Public: MURIAM SARRAZIN  
My commission is for life.



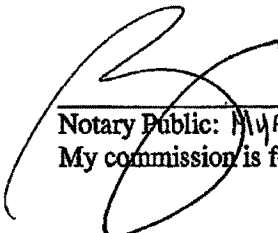
CANADA )  
 ) :ss  
PROVINCE OF QUEBEC )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by DENIS AUBIN on behalf of MAAX SPAS INDUSTRIES CORP., as his/her act and deed, and the free act and deed of MAAX SPAS INDUSTRIES CORP.

  
Notary Public: MURIAM SARRAZIN  
My commission is for life.

CANADA )  
 ) :ss  
PROVINCE OF QUEBEC )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by DENIS AUBIN on behalf of MAAX SPAS INDUSTRIES CORP., as his/her act and deed, and the free act and deed of MAAX SPAS INDUSTRIES CORP.

  
Notary Public: MURIAM SARRAZIN  
My commission is for life.

**SCHEDULE A - ASSIGNED TRADEMARKS**

Maax Canada Inc.

Trademark	Application No.	Registration No.
ESCAPE	75/462660	2437840
THERAMAX	75/462661	2770517

Maax Spas (Arizona), Inc.

Trademark	Application No.	Registration No.
BACK THERAPY STATION	75/328599	2282498
CALIFORNIA COOPERAGE	73/662181	1505721
CALIFORNIA COOPERAGE	73/517612	1351569
CALIFORNIA COOPERAGE & DESIGN	73/343260	1245176
CALIFORNIA COOPERAGE STYLIZED	73/126713	1126944
CAPTAIN'S CHAIR	75/328598	2212520
DURAMAAX	78/188149	2827857
FOOT RELIEF ZONE	75/189822	2151453
HORIZON	73/675127	1519706
HYDROMAX	75/031691	2094213
HYDROSPORT	77/387150	
INFINTI	76/517700	2853040
POWERPOOL	77/387153	
POWERWORKS	74/048238	1630753
ROLL-TOP	73/343261	1279725
SAVANNAH SPAS	76/481054	2844382
SAVANNAH SPAS AND DESIGN	76/513936	2888509

SPECTRUM	73/675165	1519707
THERMO-LOCK	74/013740	1676343
ZONE THERAPY	78/195467	2841790

Maax Spas (Ontario) Inc.

Trademark	Application No.	Registration No.
LIFESTYLE SPAS	75590827	

Pearl Baths LLC

Trademark	Application No.	Registration No.
DESIGN	74/701895	2033434