

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pebble-Flex LLC		09/15/2011	LIMITED LIABILITY COMPANY: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Pebble Soft Technologies LLC		
Street Address:	601 7th Street South		
Internal Address:	Attn: Fred Caslavka		
City:	Delano		
State/Country:	MINNESOTA		
Postal Code:	55328		
Entity Type:	LIMITED LIABILITY COMPANY: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3983286	AQUAFLEX	
CORRESPONDENCE DATA			
Fax Number:	(651)223-5199		
Phone:	651-251-8351		
Email:	jgrabarski@murnane.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Jodie Grabarski		
Address Line 1:	30 East 7th Street, Suite 3200		
Address Line 4:	St. Paul, MINNESOTA 55101-4919		
ATTORNEY DOCKET NUMBER:	63732		
NAME OF SUBMITTER:	Jodie Grabarski		
Signature:	/s/ Jodie Grabarski		

OP \$40.00 3983286

Date:

09/16/2011

Total Attachments: 5

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TRADEMARK ASSIGNMENT

WHEREAS, PEBBLE-FLEX LLC, a New Jersey limited liability company ("Pebble-Flex"), and its majority-owned subsidiary, PEBBLE-FLEX SERVICES COMPANY, a New Jersey corporation (collectively, the "Assignor"), has adopted, used and exercised legitimate control over the use of the trademarks and service marks "Pebble-Flex" for which a Certificate of Registration on the Principal Register of the United States Patent and Trademark Office has been issued as Serial No. 76500503/Registration No. 2804631 registered January 13, 2004, and "AquaFlex" for which a Certificate of Registration on the Principal Register of the United States Patent and Trademark Office has been issued as Serial No. 77936105/Registration No. 3983286 registered June 28, 2011 (said marks and applications therefor being hereinafter collectively referred to as the "Marks"); and

WHEREAS, PEBBLE SOFT TECHNOLOGIES LLC, a limited liability company, organized and existing under the laws of Minnesota, with its principal place of business at 601 7th Street South, Delano, Minnesota 55328 (the "Assignee"), has acquired as of the date hereof the entire right, title and interest in and to the Marks and the registrations thereof, pursuant to that certain Asset Sale and Purchase Agreement between Assignor and Assignee dated September 15, 2011 (the "Agreement").

NOW, THEREFORE, for Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign to Assignee all right, title and interest in and to the Marks, together with the good will of the business symbolized by the Marks effective as of September 15, 2011.

Assignor represents and warrants that: (a) Assignor is the owner of all right, title and interest in and to the Marks, (b) Assignor has all the requisite corporate power and authority to execute and deliver this Assignment, (c) Assignor shall defend the Marks against any claims by third parties relating to the ownership thereof, and (d) in the event of a claim by any third party regarding the primacy of the Marks over any other trademarks, Assignor shall provide such assistance to Assignee, including without limitation any original documentation relating thereto, which is reasonably necessary to defend such claims.

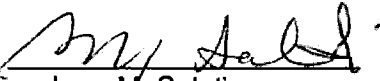
In the event of any inconsistency between the terms of the Agreement and the terms of this Assignment, the terms of the Agreement shall govern. This Assignment is subject to the terms and conditions set forth in the Agreement, and nothing herein shall be deemed to modify or diminish the representations, warranties, covenants and obligations of the parties thereunder. Each party hereto shall, on and after the date hereof, take such additional actions, and execute such additional documents and instruments, as may be reasonably requested by the other party in order to effectuate the provisions of this Assignment.

This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors, legal representatives and assigns as permitted under the Agreement.

This Assignment may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any counterpart to bear the signature of all parties hereto. This Assignment and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or by electronic mail, shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

Executed this 15TH day of SEPTEMBER, 2011.

PEBBLE-FLEX LLC,
a New Jersey limited liability company

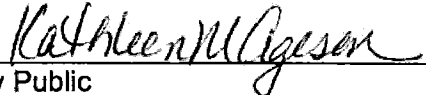
By: 
Jerry M. Saluti
Chief Executive Officer

State of New Jersey)

ss.

County of Monmouth)

Before me, a notary public, on this day personally appeared Jerry M. Saluti, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Chief Executive Officer of Pebble-Flex LLC, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed and as the act of said limited liability company. Given under my hand and official seal this 15 day of SEPTEMBER, 2011.



Notary Public

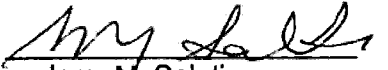
My commission expires ~~12/10/2015~~ **12/10/2016**

NOTARY PUBLIC OF NEW JERSEY

I.D. # 2402975

My Commission Expires 12/10/2016

PEBBLE-FLEX SERVICES COMPANY,
a New Jersey corporation

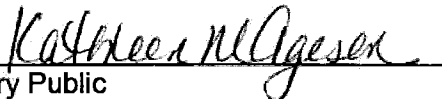
By: 
Jerry M. Saluti
Chief Executive Officer

State of New Jersey)

ss.

County of Monmouth)

Before me, a notary public, on this day personally appeared Jerry M. Saluti, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Chief Executive Officer of Pebble-Flex Services Company, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed and as the act of said corporation. Given under my hand and official seal this 15 day of SEPTEMBER, 2011.


Notary Public
My commission expires: **KATHLEEN M. AGESEN**
NOTARY PUBLIC OF NEW JERSEY
I.D. # 2402975
My Commission Expires 12/10/2015

PEBBLE SOFT TECHNOLOGIES LLC,
a Minnesota limited liability company

By: *Fred Caslavka*
Fred Caslavka
Vice President

State of Minnesota)
 ss.
County of Wright)

Before me, a notary public, on this day personally appeared Fred Caslavka, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Vice President of Pebble Soft Technologies LLC, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed and as the act of said limited liability company. Given under my hand and official seal this 14 day of September, 2011.

Kathleen M Kowalska
Notary Public
My commission expires: 9/31/2015