

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM387956

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HaloSource, Inc.		05/31/2016	Corporation: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NC Brands L.P.		
<b>Street Address:</b>	40 Richards Avenue		
<b>City:</b>	Norwalk		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06854		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2998346	AQUAPILL	
<b>Registration Number:</b>	3363740	CLARIFIER PLUS	
<b>Registration Number:</b>	3548672	HEATKEEPER	
<b>Registration Number:</b>	4752285	MIGHTY PODS	
<b>Registration Number:</b>	4441340		
<b>Registration Number:</b>	3241882	POOL BLANKET IN A PILL	
<b>Registration Number:</b>	3305024	POOL WINTERIZER IN A PILL	
<b>Registration Number:</b>	4136735	POOLMARK	
<b>Registration Number:</b>	3411396	PRS	
<b>Registration Number:</b>	4170460	RESCUE KLEAR	
<b>Registration Number:</b>	1016039	SEAKLEAR	
<b>Registration Number:</b>	3391062	SEAKLEAR	
<b>Registration Number:</b>	4812264	SOLAR SHIELD	
<b>Registration Number:</b>	3289108	SOLARBALL	
<b>Registration Number:</b>	3244159	SOLARPILL	
<b>Registration Number:</b>	3289107	SPRINGBALL	
<b>Registration Number:</b>	3244548	SPRINGPILL	
<b>Registration Number:</b>	3289106	WINTERBALL	
<b>Registration Number:</b>	3287142	WINTERPILL	

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**CORRESPONDENCE DATA****Fax Number:**

*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.*

**Email:** kdonahue@verrilldana.com**Correspondent Name:** Kelly A. Donahue**Address Line 1:** One Portland Square**Address Line 4:** Portland, MAINE 04101

<b>ATTORNEY DOCKET NUMBER:</b>	04378-0003
<b>NAME OF SUBMITTER:</b>	Kelly A. Donahue
<b>SIGNATURE:</b>	/KAD/
<b>DATE SIGNED:</b>	06/15/2016

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

**WHEREAS**, HaloSource, Inc., a Washington corporation (hereinafter "Assignor"), having an address at 1725 220th Street SE, Suite 103, Bothell, Washington, 98021, has obtained trademark registrations in the jurisdictions indicated on Schedule A hereto (hereafter the "Registrations") for the trademarks identified on Schedule A hereto (hereafter the "Trademarks");

**WHEREAS**, NC Brands L.P., a Delaware limited partnership (hereinafter "Assignee"), having an address at 40 Richards Avenue, Norwalk, Connecticut, 06854, desires to acquire all of Assignor's right, title and interest in and to the Trademarks, the goodwill symbolized thereby, and the Registrations thereof.

**NOW, THEREFORE**, effective as of the date set forth below, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and convey to Assignee and its successors and assigns: (i) its entire worldwide right, title and interest, in and to the Trademarks, the goodwill symbolized thereby, and the Registrations thereof; (ii) all licenses to which Assignor is a party and which relate to any of the Trademarks, including the right to collect all royalties or any other payments which are or become due and payable to Assignor under said licenses, and any other income, royalties, damages, and payments now or hereafter due or payable to Assignor with respect thereto; and (iii) all causes of action (either in law or in equity) and the right to sue, and recover for past, present, or future infringement of the rights assigned to Assignee hereunder.

Assignor hereby agrees to execute all papers and to perform such other proper acts as Assignee or its successors or assigns may deem reasonably necessary to record and secure to Assignee, or to its successors or assigns, the rights hereby transferred.

**WHEREFORE**, Assignor and Assignee has caused this Trademark Assignment to be duly executed below, on the date indicated, by its duly authorized officers.

Dated as of May 31, 2016:

9337760

HALOSOURCE, INC.

By: [Signature]  
Name: Martin P. Coles  
Title: President & CEO

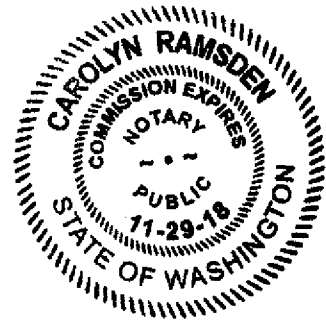
STATE OF Washington )  
Snohomish 05/31/16 )  
COUNTY OF Snohomish )

On this 31 day of May 2016, before me, a Notary Public, personally appeared Martin Coles, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument as his/her free act and deed.

Witness my hand and official seal.

Carolyn Ramsden  
Notary Public in and for said County and State

My Commission Expires 11-29-18



NC BRANDS L.P.

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



**Schedule A**

<b>Trademark</b>	<b>Serial No.</b>	<b>Reg. No.</b>	<b>Country</b>
AQUAPILL	78/573087	2998346	United States
CLARIFIER PLUS	78/911577	3363740	United States
HEATKEEPER	76/689353	3548672	United States
MIGHTY PODS	85/754656	4752285	United States
Miscellaneous Design (Crab Logo)	85/768485	4441340	United States
POOL BLANKET IN A PILL	78/902030	3241882	United States
POOL WINTERIZER IN A PILL	78/923853	3305024	United States
POOLMARK	85/257493	4136735	United States
PRS	77/115857	3411396	United States
RESCUE KLEAR	85/366848	4170460	United States
SEAKLEAR	72/421353	1016039	United States
SEAKLEAR	77/141568	3391062	United States
SOLAR SHIELD	86/530519	4812264	United States
SOLARBALL	78/921336	3289108	United States
SOLARPILL and Design	78/790530	3244159	United States
SPRINGBALL	78/921334	3289107	United States
SPRINGPILL	78/911586	3244548	United States
WINTERBALL	78/921329	3289106	United States
WINTERPILL	78/911581	3287142	United States