

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623674

| | |
|------------------------------|--|
| SUBMISSION TYPE: | RESUBMISSION |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |
| RESUBMIT DOCUMENT ID: | 900585738 |
| SEQUENCE: | 1 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------|----------|----------------|---------------------------|
| Allison Reed Group, Inc. | | 12/10/2020 | Corporation: RHODE ISLAND |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------|
| Name: | Hayward Luxury Inc. |
| Street Address: | 954 Lexington Ave. #213 |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10021 |
| Entity Type: | Corporation: DELAWARE |

PROPERTY NUMBERS Total: 5

| Property Type | Number | Word Mark |
|-----------------------------|----------|-----------------|
| Serial Number: | 88833646 | HAYWARD |
| Registration Number: | 2662822 | HAYWARD |
| Registration Number: | 0511599 | HAYWARD |
| Registration Number: | 0933545 | HAYWARD |
| Registration Number: | 1442016 | HAYWARD SUPREME |

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.

Phone: 3106660813
Email: johngoldstone@hotmail.com
Correspondent Name: John Goldstone
Address Line 1: 1371 Miller Drive
Address Line 4: Los Angeles, CALIFORNIA 90069

| | |
|---------------------------|-----------------|
| NAME OF SUBMITTER: | John Goldstone |
| SIGNATURE: | /johngoldstone/ |
| DATE SIGNED: | 02/01/2021 |

Total Attachments: 3

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TRADEMARK ASSIGNMENT

WHEREAS, Theodore Orson has been appointed permanent receiver of Allison Reed Group, Inc., a Rhode Island corporation, by the Rhode Island Superior Court (hereinafter, "Receiver" or "Assignor"),

WHEREAS Assignee, defined below, has informed the Receiver that Assignor had adopted and was using the trademark(s) identified on Exhibit "A," which is attached hereto and incorporated herein by this reference (hereinafter, the "Marks", which term shall also include any registrations or applications therefore, including, without limitation, those registrations and applications identified on Exhibit "A," as well as all common law rights therein);

WHEREAS, the Receiver has no independent knowledge regarding the existence of or enforceability of the Marks, has conducted no diligence regarding the Marks, and relying solely upon the representations of Assignee in all matters regarding the Marks, and the Receiver is making no representations or warranties whatsoever;

WHEREAS, the Receiver is also relying solely on the representation of the Assignee that as a matter of trademark law, Assignee can assign the Marks to Assignor;

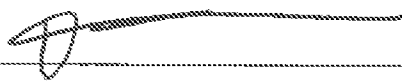
WHEREAS, Hayward Luxury, Inc., a Delaware corporation, with its principal place of business at 954 Lexington #213, New York, New York (hereinafter, "Assignee"), is desirous of acquiring the Marks and all of Assignor's right, title and interest in the Marks, plus the goodwill of the business in connection with which the Marks are used;

NOW, THEREFORE, effective as of this 10th Day of December, 2020, for good and valuable consideration of an amount separately agreed upon by Assignor and Assignee, the receipt and sufficiency of which consideration is hereby acknowledged, Assignor hereby assigns and transfers unto Assignee, its successors and assigns, (a) all of Assignor's worldwide right, title and interest in and to the Marks, if any, (b) all goodwill of the business associated with and symbolized by the Marks, and thus all goodwill of the ongoing and existing business to which the Marks pertains and with which the Marks are used or are intended to be used, if any, (c) all right, title and interest to sue for, settle, or release any past, present and/or future infringement, dilution or other violation of any right, title or interest in and to the Marks, and to recover, collect or otherwise receive all damages, royalties, profits, interests, revenues, incomes, proceeds, payments, or settlements therefore, and to benefit from all remedies for all claims and demands at law or in equity that Assignor now has or may hereafter acquire on account of any infringement, dilution or other violation of any right, title or interest in and to Marks, if any, (d) all right, title and interest to bring any cancellation, opposition, or other proceeding in the United States Patent and Trademark Office, or before any relevant agency, in connection with or otherwise based upon the Marks, if any, and (e) all right, title and interest to collect and receive any and all income, royalties, proceeds and payments arising by virtue of use of the Marks after the Effective Date hereof, if any. All rights, titles and interests assigned hereunder are to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this Assignment not been made.

This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

The Rhode Island Superior Court shall be the exclusive jurisdiction to decide any dispute arising out of this Trademark Assignment.

Receiver represents that he has the authority to sell property of the Receivership estate.




Name: Theodore Orson, as and only Receiver of Allison Reed Group, Inc. and not individually

TRADEMARK

REEL: 007166 FRAME: 0409

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF BRISTOL

In North Easton, on the 10th day of December, 2020 before me personally appeared the above named Theodore Orson, to me known and known by me to be the person executing the foregoing instrument, and he acknowledged said instrument by him so executed to be his free act and deed.



Name: Mitchell J Oliveira

Notary Public

My Commission Expires:

Notary Seal:




MITCHELL J OLIVEIRA
Notary Public
Commonwealth of Massachusetts
My Commission Expires Jan. 16, 2026

Exhibit "A"

Trademarks

Registrations

| Country | Mark | Reg. No. | Status |
|---------|---|----------|---------|
| USA | <i>Hayward</i> | 2662822 | Active |
| USA | HAYWARD | 0511599 | Expired |
| USA | <i>Hayward</i> | 933545 | Expired |
| USA |  | 1442016 | Expired |

Applications

| Country | Mark | Serial No. | Status |
|---------|---------|------------|---------|
| USA | HAYWARD | 88833646 | Pending |

Common Law Rights

| Country | Mark | First Use |
|---------|----------------|-----------|
| USA | HAYWARD | 1908 |
| USA | <i>Hayward</i> | 1996 |