

COEXISTENCE AGREEMENT

This Agreement is made effective as of the 31st day of December, 2008 by and between **Paramount Leisure Industries, Inc.**, an Arizona corporation ("*Paramount*"), and **Ecopool Inc.**, a New York corporation ("*Ecopool*").

RECITALS

- A. Ecopool is the owner of U.S. Patent and Trademark Office Registration No. 3,044,879 for the mark Ecopool (the "*Ecopool Mark*"), registered on January 17, 2006 in connection with "swimming pool construction, maintenance, repair, renovation, and cleaning services" (the "*Ecopool Services*").
- B. Paramount is the owner of U.S. Patent and Trademark Office Application No. 77,248,487 for registration of the mark ECO POOL (the "*ECO POOL Mark*") for use in connection with "in-floor water circulation nozzles for swimming pools and spas" (the "*ECO POOL Goods*").
- C. The examining attorney at the U.S. Patent and Trademark Office has refused registration of the ECO POOL Mark because, in the examining attorney's view, the ECO POOL Mark, when used on or in connection with the ECO POOL Goods, so resembles the Ecopool Mark as to be likely to cause confusion, to cause mistake, or to deceive.
- D. The parties do not believe that the Marks are confusingly similar, and are not likely to cause confusion, to cause mistake, or to deceive. Further, the parties are able to take steps to prevent any confusion by purchasers and prospective purchasers of the respective services and goods.

AGREEMENT

For good and valuable consideration, including \$5,000 payable to Ecopool Inc., the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. The Ecopool Mark is different in sight, sound, meaning, and commercial impression from the ECO POOL Mark, and use of the Marks in connection with their respective goods and services is not likely to cause confusion, to cause mistake, or to deceive.
2. The Ecopool Services offered under the Ecopool Mark are different in nature from the ECO POOL Goods offered under the ECO POOL Mark.
3. The purchasers of the respective services and goods are sophisticated purchasers who buy with great care and unquestionably know the source of the services and goods they purchase. The purchasers of the ECO POOL Goods are usually pool builders; the purchasers of the Ecopool Services are usually pool owners. Thus the consumers are unique and different.
4. Purchasers, upon encountering the Ecopool Mark and the ECO POOL Mark, will be able to distinguish the Marks and identify the different services and goods offered by the respective owners of the Marks and are not likely to be mistaken merely because of certain similarities between the Marks.
5. The channels of commerce through which the ECO POOL Goods and the Ecopool Services are sold are unique and different.

6. Ecopool consents to Paramount's use and federal registration of the ECO POOL Mark in connection with the ECO POOL Goods.
7. Paramount consents to Ecopool's use and federal registration of the Ecopool Mark in connection with the Ecopool Services.
8. Neither party will attempt to associate itself with the other or its respective goods or services.
9. Neither Paramount nor any of its licensees will provide the Ecopool Services under the Ecopool Mark or the ECO POOL Mark.
10. Neither Ecopool nor any of its licensees will provide the ECO POOL Goods under the Ecopool Mark or the ECO POOL Mark.
11. If for any reason the examining attorney requests or suggests additional provisions to this Agreement, for no additional consideration, the parties will reasonably and timely comply.
12. Other than a license to use the name Ecopool of Hawaii solely for the purpose of operating a pool service company in Hawaii, Ecopool has not licensed the Ecopool mark to any parties. Ecopool will indemnify and protect Paramount for, from and against any claims, demands and actions made by Ecopool's licensees against Paramount with respect to the use of the Marks.
13. The parties shall take all reasonable measures and precautions to avoid any possible confusion in the marketplace between the goods and services offered by the parties under the Ecopool Mark and the ECO POOL Mark and shall cooperate in good faith to eliminate or minimize any confusion that might arise in the future.
14. If any provision of this Agreement shall be unlawful, void or unenforceable in whole or in part for any reason, such provision or such part thereof shall be deemed separate from and shall in no way affect the validity or enforceability of the remainder of this Agreement.
15. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective affiliates and licensees, including parents, subsidiaries, officers, directors, shareholders, agents and representatives, as well as their heirs, successors and assigns.
16. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof, and may not be amended except by a writing signed by both parties.
17. This Agreement constitutes the only affiliation between Ecopool and Paramount, they are two different entities and are not at all liable for any action/litigation of the other.

IN WITNESS WHEREOF, the parties set their hands as of the effective date written above:

Ecopool Inc.

Paramount Leisure Industries, Inc.


Signature


Signature

Eric Ryzecki
DB03/809973.0028/8959762.3 AG01

Eric Ryzerski
Printed Name and Title President/Owner

Lewis Ghiz (Pres)
Printed Name and Title