

12-22-1999



ER SHEET

**MD** 12.3.99

101230054

**Y**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

☒ New

☐ Resubmission (Non-Recordation)  
Document ID #

☐ Correction of PTO Error  
Reel #  Frame #

☐ Corrective Document  
Reel #  Frame #

**Conveyance Type**

☐ Assignment

☐ License

☒ Security Agreement

☐ Nunc Pro Tunc Assignment

☐ Merger

☐ Change of Name

☐ Other

Effective Date  
Month Day Year  
11 29 1999

**Conveying Party**

☐ Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
11 29 1999

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization

**Receiving Party**

☐ Mark if additional names of receiving parties attached

Name

DBA/KA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☒ Other

☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

12/21/1999 JSHABA77 00000151 75119600

FOR OFFICE USE ONLY

01 FC:4A1  
02 FC:4A2

40.00 PD  
275.00 PD

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**TRADEMARK**  
**REEL: 002003 FRAME: 0601**

Our Ref. 0215787.0201

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

☒ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75119600"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2214981"/>	<input type="text" value="2071682"/>	<input type="text" value="1710068"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2129063"/>	<input type="text" value="1907118"/>	<input type="text" value="1673483"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2114800"/>	<input type="text" value="1867552"/>	<input type="text" value="1468015"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☒

Deposit Account ☒

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☒

No ☐

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Mark R. Leslie

Name of Person Signing



Signature

December 3, 1999

Date Signed

FORM PTO-1618C

Expires 06/30/99  
OMB 0651-0027**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**U.S. Department of Commerce  
Patent and Trademark Office**TRADEMARK****Conveying Party**

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attachedExecution Date  
Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association☐ Other☐ Citizenship State of Incorporation/Organization**Receiving Party**

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership☐ Corporation ☐ Association☐ Other☐ Citizenship/State of Incorporation/Organization☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)**Trademark Application Number(s) or Registration Number(s)**

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

☐ Mark if additional numbers attached**Trademark Application Number(s)****Registration Number(s)**


1420808

1410155

1194495

1124225

1040885

0861334

**ASSIGNMENT FOR SECURITY**  
**(TRADEMARKS)**

WHEREAS, Jandy Industries, Inc., a California corporation, (herein referred to as "Assignor") owns the letters patent, and/or applications for letters patent, of the United States, more particularly described on Schedule A-3 annexed hereto as part hereof (the "Trademark");

WHEREAS, Assignor is obligated to The Chase Manhattan Bank, A New York banking corporation, as agent (referred to herein as the "Assignee" for (i) the lenders (the "Lenders") named in Schedule 2.01 of the Restated Credit Agreement dated as of the date hereof, among Water Pik, Inc., Laars, Inc., the guarantors named therein (the "Guarantors"), the Lenders and the Assignee (as amended, modified or supplemented from time to time in accordance with its terms, the "Credit Agreement") and (ii) for itself as issuer of the Letters of Credit, and Assignor has entered into a Security Agreement and Mortgage-Trademarks and Patents dated the date hereof (the "Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee and granted a security in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 600 Fifth Avenue, New York, New York 10020.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be  
duly executed by its officer thereunto duly authorized as of the ~~23<sup>rd</sup>~~ day of November,  
1999. 29<sup>th</sup>

JANDY INDUSTRIES, INC.

By S. L. Main

Name: S. L. MAIN

Title: CONTROLLER

<u>Trademark</u>	<u>Country</u>	<u>Reg. No. (Ser. No.)</u>	<u>Issue Date (Filing Date)</u>
SPALINK	US	2,214,981	29-Dec-98
AQUASWITCH	US	2,129,063	13-Jan-98
ROCKFALL	US	2,114,800	18-Nov-97
SHEER DESCENT	US	2,071,682	17-Jun-97
TELE-LINK	US	1,907,118	25-Jul-95
AQUALINK	US	1,867,552	13-Dec-94
NEVER LUBE	US	1,710,068	25-Aug-92
NEVER LUBE JANDY VALVE JANDY INDUSTRIES JI	US	1,673,483	28-Jan-92
RAY-VAC	US	1,468,015	08-Dec-87
JI AND DESIGN	US	1,420,808	16-Dec-86
JANDY	US	1,410,155	23-Sep-86
PANSINI SWEEP	US	1,194,495	27-Apr-82
JANDY	US	1,124,225	21-Aug-79
GOLD STANDARD	US	(75/119,600)	(14-Jun-96)
HYDRO-TIMER	US	1,040,885	08-Jun-76
LEAF-MASTER	US	861,334	03-Dec-68

IN WITNESS WHEREOF, Assignor has caused this Assignment to be  
duly executed by its officer thereunto duly authorized as of the ~~28~~<sup>29</sup> day of November,  
1999.

JANDY INDUSTRIES, INC.

By

S. L. Main

Name: S. L. MAIN

Title: CONTROLLER