

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jacuzzi UK Group PLC		02/07/2007	PLC:
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	335 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Bank:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76327492	SPRING SPAS	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-783-2700		
Email:	oleh.hereliuk@federalresearch.com		
Correspondent Name:	CBCInnovis dba Federal Research		
Address Line 1:	1023 Fifteenth Street, NW, Ste 401		
Address Line 2:	attn: Oleh Hereliuk		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	380344		
NAME OF SUBMITTER:	LaKeeshia Saunders		
Signature:	/LS/		
Date:	03/19/2007		

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Total Attachments: 7

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ABL TRADEMARK SECURITY AGREEMENT dated as of February 7, 2007 (this "**Agreement**"), between Jacuzzi UK Group plc, a company incorporated in England (the "**U.K. Borrower**") (the "**Grantor**") and Bank of America, N.A., as administrative agent (in such capacity, and as further defined in Section 1.01 of the ABL Credit Agreement, the "**Administrative Agent**").

Reference is made to (a) the Guarantee and Collateral Agreement dated as of February 7, 2007 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "**Security Agreement**"), among Bath Holding Corp., a Delaware corporation ("**Holdings**"), Bath Acquisition Corp., a Delaware corporation (the "**U.S. Borrower**"), the subsidiaries of the U.S. Borrower from time to time party thereto (the "**Subsidiary Parties**") and the Administrative Agent and (b) the ABL Credit Agreement dated as of February 7, 2007 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "**ABL Credit Agreement**"), among Holdings, the U.S. Borrower, the U.K. Borrower (the U.K. Borrower and the U.S. Borrower, each a "**Borrower**", and together, the "**Borrowers**"), the lenders from time to time party thereto (the "**Lenders**"), the Administrative Agent and the other financial institutions named therein.

The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the ABL Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiary Parties are affiliates of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the ABL Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

Accordingly, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.02 of the Security Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, solely in support of the U.K. Obligations (as defined in the ABL Credit Agreement), the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"):

(a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof (except for “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule II (the “*Trademarks*”);

(b) all goodwill associated with or symbolized by the Trademarks;

(c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and

(d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *ABL/Term Loan Intercreditor Agreement Governs.* REFERENCE IS MADE TO THE ABL/TERM LOAN INTERCREDITOR AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, THIS AGREEMENT, THE LIENS CREATED HEREBY AND THE RIGHTS, REMEDIES, DUTIES AND OBLIGATIONS PROVIDED FOR HEREIN ARE SUBJECT IN ALL RESPECTS TO THE PROVISIONS OF THE ABL/TERM LOAN INTERCREDITOR AGREEMENT AND, TO THE EXTENT PROVIDED THEREIN, THE APPLICABLE SENIOR SECURED OBLIGATIONS SECURITY DOCUMENTS (AS DEFINED IN THE ABL TERM/LOAN INTERCREDITOR AGREEMENT). IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THIS AGREEMENT AND THE ABL/TERM

LOAN INTERCREDITOR AGREEMENT, THE PROVISIONS OF THE ABL/TERM
LOAN INTERCREDITOR AGREEMENT SHALL CONTROL.

SECTION 5. *Choice of Law.* THIS AGREEMENT SHALL BE
CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF
THE STATE OF NEW YORK.

JACUZZI UK GROUP PLC

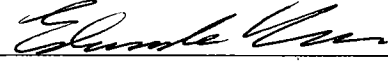
by



Name: Steven C. Bane
Title: Director

BANK OF AMERICA, N.A., as
Administrative Agent,

by



Name: EDMUNDO KAITU
Title: VICE PRESIDENT

[[2680199]]

TRADEMARK
REEL: 003503 FRAME: 0421

Trademarks and Trademark Licenses (U.K)

Legal Entity	Goods & Services Description (for U.S. Trademarks where applicable and available)	Country	Trademark or Trade Name	Registration or Application Number	Date of Registration	Date of Renewal
Jacuzzi UK Group plc	Goods/Services: Baths; pools; spa baths; whirlpool baths; moulded baths or pools for indoor or outdoor use; moulded or cast baths or pools with built-in aeration system; and parts and fittings therefore.	United States	SPRING SPAS	Serial No. 76327492 filed 10/17/01	Pending	Pending