

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	11/09/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NAMCO, LLC		11/09/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	GARMARK ADVISORS II, LLC
Street Address:	One Landmark Square
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901-2048
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	GARMARK PARTNERS II, L.P.
Street Address:	One Landmark Square
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901-2048
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	M PLUS CAPITAL PARTNERS LP
Street Address:	One Landmark Square
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901-2048
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	M PLUS STRATEGIC PARTNERS LP
Street Address:	One Landmark Square
City:	Stamford

OP \$815.00 74064485

State/Country:	CONNECTICUT
Postal Code:	06901-2048
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Serial Number:	74064485	#1 FOR FAMILY FUN
Serial Number:	76090936	ARCTIC ELITE
Serial Number:	73241272	BLUE SHIELD
Serial Number:	75285372	BLUE SHIELD
Serial Number:	74190288	BQ
Serial Number:	76279679	CHRISTOPHER JAMES
Serial Number:	75171577	COOL POOL
Serial Number:	73457108	COOL POOL
Serial Number:	74182984	ELIMINATOR
Serial Number:	74183249	JUMBO SLO POKES
Serial Number:	74122950	MARINER
Serial Number:	74182698	MINERAL MAGNET
Serial Number:	75331714	NOT COMPLETE WITHOUT THE HEAT
Serial Number:	74183045	P.D.Q. TABS
Serial Number:	74123098	PEARLDIVE
Serial Number:	74123135	PRO LINE
Serial Number:	74801979	PROLINE
Serial Number:	74182697	RE-NU-IT
Serial Number:	74190247	SAF-T-SHOCK
Serial Number:	74192339	SANI-SHOCK
Serial Number:	75524289	SKIMMER SAVER
Serial Number:	74190257	SLO-STIX
Serial Number:	74182900	SLO-TABS
Serial Number:	74183250	STAIN AWAY
Serial Number:	74063285	SUN-N-FUN
Serial Number:	74063282	THE GREAT AMERICAN BACKYARD VACATION!
Serial Number:	75625981	TROPICOOOL
Serial Number:	76278983	WHERE FAMILY FUN BEGINS.
Serial Number:	74190255	WINTER TABS

Serial Number:	76410974	BLUE CROSS
Registration Number:	1184226	NAMCO
Registration Number:	1218389	"ALL-WEATHER"

CORRESPONDENCE DATA

Fax Number: (203)325-5001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2033255061
Email: kdonohue@fdh.com
Correspondent Name: Kathleen Donohue, Finn Dixon & Herling
Address Line 1: 177 Broad Street
Address Line 4: Stamford, CONNECTICUT 06901-2048

NAME OF SUBMITTER:	Kathleen A. Donohue
Signature:	/Kathleen A. Donohue/
Date:	11/13/2007

Total Attachments: 21
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") is dated as of this 9th day of November, 2007 by NAMCO, LLC, a Delaware limited liability company, with its chief executive office located at 100 Sanrico Drive, Manchester, Connecticut 06040 (the "Company"), in favor of GARMARK ADVISORS II, LLC, a Delaware limited liability company, with its head office at One Landmark Square, Stamford, Connecticut 06901 (in such capacity, the "Collateral Agent") for the benefit of the Secured Parties (as defined below).

BACKGROUND

A. The Company has entered into a certain Note and Warrant Purchase Agreement (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Purchase Agreement") dated as of the date hereof by and among the Company, the Collateral Agent, Garmark Partners II, L.P., a Delaware limited partnership (in such capacity, "GarMark"), M Plus Capital Partners LP, a Delaware limited partnership (in such capacity, "MPlus Capital"), and M Plus Strategic Partners LP, a Delaware limited partnership (in such capacity, "MPlus Strategic"), and together with GarMark and MPlus Capital, the "Purchasers", which term shall also include each of their respective successors and permitted assigns) (the term "Secured Parties" as used herein shall mean the Collateral Agent and the Purchasers and the term "Secured Party" means any of the Secured Parties individually), pursuant to which the Purchasers have agreed to purchase, subject to the terms and conditions contained therein, the Notes (as defined in the Purchase Agreement).

B. It is a condition precedent to the Purchasers purchasing the Notes that the Company execute and deliver to the Collateral Agent an intellectual property security agreement in substantially the form hereof.

C. The Company wishes to grant security interests in favor of the Collateral Agent for the benefit of the Secured Parties as herein provided.

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Grant of Security. The Company hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in the Company's right, title and interest in and to following, in each case, as to each type of property described below, whether now owned or hereafter acquired by the Company, and whether now or hereafter existing (collectively, the "Intellectual Property Collateral"):

(a) all patents, patent applications and patentable inventions, including, without limitation, each patent identified in Schedule I attached hereto and made a part hereof and each patent application identified in such Schedule I, and including, without limitation, (i) all inventions and improvements described and claimed therein and the

right to make, use or sell or advertise for sale the same, (ii) the right to sue or otherwise recover for any infringements or misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past and future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of the Company accruing thereunder or pertaining thereto (the "Patents");

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, whether registered or unregistered, trademark and service mark registrations and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Schedule II attached hereto and made a part hereof, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Company accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin (the "Trademarks");

(c) all copyrights, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, including, without limitation, the copyrights in each original work of authorship identified in Schedule III attached hereto and made a part hereof, and including, without limitation, (i) the right to exercise any or all of the exclusive rights of a copyright owner with regard to the foregoing, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Company accruing thereunder or pertaining thereto (the "Copyrights");

(d) all trade secrets, including, (i) the right to use or license the foregoing, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iv) all rights

corresponding thereto throughout the world and all other rights of any kind whatsoever of the Company accruing thereunder or pertaining thereto (the "Trade Secrets");

(e) all license agreements with any other Person in connection with any of the Patents, Trademarks, Copyrights or Trade Secrets, or such other Person's patents, trade names, trademarks, service marks, copyrights or works of authorship, or other intellectual property, whether the Company is a licensor or licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule IV attached hereto and made a part hereof and any right to prepare for sale, sell and advertise for sale, now or hereafter owned by the Company and now or hereafter covered by any such licenses (the "Licenses" and each a "License"); and

(f) all proceeds of any of the foregoing Patents, Trademarks, Copyrights, Trade Secrets and including without limitation, any claims by the Company against third parties for infringement of the Patents, Trademarks, Copyrights, Trade Secrets or Licenses.

Section 2. Security for Secured Obligations. This Agreement secures the payment of all Secured Obligations (as that term is defined in the Security Agreement of even date herewith from the Company in favor of the Collateral Agent as such Security Agreement may be amended, supplemented or otherwise modified from time to time).

Section 3. Company Remains Liable. Anything herein to the contrary notwithstanding, (a) the Company shall remain liable under the contracts and agreements included in the Intellectual Property Collateral to which it is a party to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Collateral Agent of any of the rights or remedies hereunder shall not release the Company from any of its duties or obligations under any of the contracts and agreements included in the Intellectual Property Collateral, and (c) the Collateral Agent shall have no obligation or liability under any of the contracts and agreements included in the Intellectual Property Collateral by reason of this Agreement, nor shall the Collateral Agent be obligated to perform any of the obligations or duties of the Company thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

Section 4. Representations and Warranties. The Company represents and warrants as follows:

(a) the Company is the legal and beneficial owners of that part of the Intellectual Property Collateral pledged by the Company owned by it, free and clear of any lien, claim, option or right of others, except for the liens and security interests created under this Agreement or permitted under the Purchase Agreement. No effective financing statement or other instrument similar in effect covering all or any part of the Intellectual Property Collateral or listing the Company or any trade name of the Company as debtor is on file in any recording office (including, without limitation, the United States Patent and Trademark Office and the United States Copyright Office), except such as may have been filed in favor of the Collateral Agent or as otherwise permitted under the Purchase Agreement.

(b) Set forth in Schedule I is a complete and accurate list of all patents owned by the Company as of the date hereof. Set forth in Schedule II is a complete and accurate list of all trademarks, service marks, trade names and trade dress, all trademark and service mark registrations and all trademark and service mark applications owned by the Company, in each case as of the date hereof. Set forth in Schedule III is a complete and accurate list as of the date hereof of all registered copyrights and copyrightable works of authorship owned by the Company. Set forth in Schedule IV is a complete and accurate list of all Licenses in which the Company is (i) a licensor with respect to any of the Patents, Trademarks, or Copyrights or (ii) a licensee of any other Person's patents, trade names, trademarks, service marks, copyrights or works of authorship. The Company has made all necessary filings and recordations to protect and maintain its interests in the patents, patent applications, trademark and service mark registrations, trademark and service mark applications, set forth in Schedules I and II hereto. With respect to the Trade Secrets, the Company has taken all steps reasonably necessary to maintain the secrecy of such trade secrets.

(c) Each patent, patent application, trademark or service mark registration, trademark or service mark application, copyright of the Company set forth in Schedule I, II or III hereto is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and is valid, registrable and enforceable, except to the extent this would not cause a Material Adverse Effect. Each License of the Company identified in Schedule IV is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, is valid and enforceable, except to the extent that any invalidity or unenforceability would not result in a Material Adverse Effect.

(d) The Company has not granted any License (other than those listed on Schedule IV hereto), release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Intellectual Property Collateral.

(e) No consent of any Person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other Person is required (i) for the grant by the Company of the security interest granted hereby, for the pledge by the Company of the Intellectual Property Collateral pursuant hereto, or for the execution, delivery or performance of this Agreement by the Company, (ii) for the perfection or maintenance of the pledge and security interest created hereby (including the second priority (to become first priority after the payment in full of the Senior Indebtedness) nature of such pledge and security interest), except for the filing of financing and continuation statements under the Uniform Commercial Code, and the filing and recording of this Agreement in the United States Patent and Trademark Office against each patent, patent application, trademark or service mark registration, trademark or service mark application, and in the U.S. Copyright Office against each registered copyright of the Company set forth in Schedule I, II or III hereto, or (iii) for the exercise by the Company of its rights provided for in this Agreement or the remedies in respect of the Intellectual Property Collateral pursuant to this Agreement other than the filing of assignments in the United States Patent and Trademark Office against each patent, patent application, trademark or service mark registration, trademark or service mark

application, and in the U.S. Copyright Office against each registered copyright of the Company set forth in Schedule I, II or III hereto.

(f) No claim has been made and is continuing or threatened that any item of Intellectual Property Collateral is invalid or unenforceable or that the use by the Company of any Intellectual Property Collateral does or may violate the rights of any Person which claim or violation would have a Material Adverse Effect. There is currently no infringement or unauthorized use of any item of Intellectual Property Collateral, which infringement or unauthorized use would have a Material Adverse Effect.

(g) The Company has taken all reasonably necessary steps to use consistent standards of quality in the distribution and sale of all products sold and the provision of all services provided under or in connection with any of the Intellectual Property Collateral in the form of trade or service marks and has taken all necessary steps to ensure that all licensed users of any of the Intellectual Property Collateral use such consistent standards of quality.

Section 5. Further Assurances.

(a) The Company agrees that from time to time, at the expense of the Company, the Company shall promptly execute and deliver all further instruments and documents, and take all further action, that the Collateral Agent reasonably believes may be necessary or desirable, in order to perfect and protect any pledge or security interest granted or purported to be granted hereby or to enable the Company to exercise and enforce its rights and remedies hereunder with respect to any part of the Intellectual Property Collateral.

(b) The Company hereby authorizes the Collateral Agent to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Intellectual Property Collateral without the signature of the Company where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Intellectual Property Collateral or any part thereof will be sufficient as a financing statement where permitted by law.

(c) The Company will furnish to the Collateral Agent from time to time statements and schedules further identifying and describing the Intellectual Property Collateral and such other reports in connection with the Intellectual Property Collateral as the Collateral Agent may reasonably request, all in reasonable detail.

(d) The Company agrees that, should it obtain an ownership interest in any patent, patent application, patentable invention, trademark, service mark, trade name, trade dress, other indicia of trade origin, trademark or service mark registration, trademark or service mark application, copyright, work of authorship or License, which is not now a part of the Intellectual Property Collateral, any such patent, patent application, patentable invention, trademark, service mark, trade name, trade dress, indicia of trade origin, trademark or service mark registration, trademark or service mark application

(together with the goodwill of the business connected with the use of same and symbolized by same), copyright, work of authorship or License will automatically become part of the Intellectual Property Collateral. With respect to any copyright or work of authorship which is not now owned by the Company, but in which Company obtains an ownership interest, or is created by or for the Company, the Company shall, if necessary or desirable based upon the Company's reasonable business judgment immediately register such copyright with the United States Copyright Office, along with such documentation necessary to evidence the Collateral Agent's security interest in such copyright. The Company further agrees that it shall deliver to the Collateral Agent a written report, in reasonable detail, upon Collateral Agent's request but not more frequently than annually, setting forth each new patent, patent application, trademark or service mark registration, trademark or service mark application, or copyright that the Company has filed, acquired, created or otherwise obtained in the preceding twelve month reporting period. The Company authorizes the Collateral Agent to modify this Agreement by amending Schedules I, II, III, and IV hereto (and shall cooperate with the Collateral Agent in effecting any such amendment) to include any patent, patent application, trademark or service mark registration, trademark or service mark application, or copyright which becomes part of the Intellectual Property Collateral.

(e) With respect to each patent, patent application, trademark or service mark registration, trademark or service mark application, copyright or work of authorship set forth in Schedule I, II or III hereto, the Company agrees to take all necessary or desirable steps based upon the Company's reasonable business judgment, including, without limitation, in the United States Patent and Trademark Office and the United States Copyright Office or in any court, to (i) maintain each such patent, trademark or service mark registration, and copyright registration, and (ii) pursue each such patent application, trademark or service mark application and copyright application now or hereafter included in the Intellectual Property Collateral to the extent material to the Company's business, including, if appropriate in the Company's judgment, the filing of responses to office actions issued by the United States Patent and Trademark Office, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, the filing of divisional, continuation, continuation-in-part and substitute applications, the filing of applications for re-issue, renewal or extensions, the payment of maintenance fees, and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings. The Company agrees to take corresponding steps with respect to each material new or acquired patent, patent application, trademark or service mark registration, trademark or service mark application, copyright, or work of authorship to which it now or later become entitled. Any and all expenses incurred in connection with such activities will be borne by the Company. The Company shall not discontinue use of or otherwise abandon any patent, patent application, trademark or service mark, trademark or service mark registration, trademark or service mark application, copyright or trade secret now or hereafter included in the Intellectual Property Collateral except in the exercise of the Company's reasonable business judgment.

(f) The Company agrees to notify the Collateral Agent promptly and in writing if it learns (i) that any material item of the Intellectual Property Collateral has

been determined to have become abandoned, dedicated to the public, entered the public domain, or, in the case of a trade secret, has been publicly disclosed so that it would no longer be deemed to be a trade secret; (ii) of the institution of any proceeding (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any material item of the Intellectual Property Collateral, or (iii) of any adverse determination with respect to the validity or enforceability of any material item of the Intellectual Property Collateral.

(g) In the event that the Company makes a determination in its reasonable business judgment that any material Intellectual Property Collateral has been infringed or misappropriated by a third party, the Company shall promptly notify the Collateral Agent and will take such actions as the Company deems appropriate under the circumstances to protect such Intellectual Property Collateral, including, if deemed appropriate, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation. Any expense in connection with such activities will be borne by the Company.

(h) The Company shall take all steps which it deems appropriate under the circumstances to preserve and protect the Intellectual Property Collateral, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with any of the Intellectual Property Collateral, consistent with the quality of the products and services as of the date hereof, and taking all steps reasonably necessary to ensure that all licensed users of any of the Intellectual Property Collateral use such consistent standards of quality.

Section 6. Transfers and Other Liens. The Company agrees that it shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of or grant any option with respect to any Intellectual Property Collateral except to an affiliate with prompt written notice thereof to the Collateral Agent or as otherwise permitted by the Purchase Agreement, or (ii) create or suffer to exist any lien upon or with respect to any Intellectual Property Collateral except for the pledge and security interest created by this Agreement or otherwise permitted by the Purchase Agreement.

Section 7. The Collateral Agent Appointed Attorney-in-Fact. Subject to the terms and conditions of the Intercreditor Agreement, the Company hereby irrevocably appoints the Collateral Agent as its attorney-in-fact, with full authority in the place and stead of the Company and in the name of the Company or otherwise, upon the occurrence and during the continuance of an Event of Default and after the directing the Company upon ten (10) days' prior notice to the Company to take any action and to execute any instrument that the Collateral Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) to ask for, demand, collect, sue for, recover, compromise, receive and give a quittance and receipts for moneys due and to become due under or in respect of any of the Intellectual Property Collateral;

(b) to receive, endorse and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above; and

(c) to file any claims or take any action or institute any proceedings that the Collateral Agent may deem necessary or desirable to enforce the rights of the Collateral Agent with respect to any of the Intellectual Property Collateral.

This power of attorney is a power coupled with an interest and is irrevocable.

Section 8. The Collateral Agent May Perform. If the Company fails to perform any agreement contained herein, the Collateral Agent may itself, upon ten (10) days' prior notice to the Company, perform, or cause performance of, such agreement, and the reasonable expenses of the Collateral Agent incurred in connection therewith shall be borne by the Company.

Section 9. The Collateral Agent Duties. The powers conferred on the Collateral Agent hereunder are solely to protect its interest in the Intellectual Property Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Intellectual Property Collateral in its possession and the accounting for moneys actually received by it hereunder, the Collateral Agent shall have no duty as to any Intellectual Property Collateral, whether or not the Collateral Agent has or is deemed to have knowledge of such matters, or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Intellectual Property Collateral. The Collateral Agent shall exercise reasonable care in the custody and preservation of any Intellectual Property Collateral in its possession and shall accord such Intellectual Property Collateral treatment equal to that which the Collateral Agent accords its own property.

Section 10. Remedies. If any Event of Default shall have occurred and be continuing, subject to the terms and conditions of the Intercreditor Agreement:

(a) The Collateral Agent may exercise in respect of the Intellectual Property Collateral, in addition to other rights and remedies provided for herein or in any Other Document or otherwise available to it, all the rights and remedies of a secured party upon default under the Uniform Commercial Code in effect in the State of New York at such time (the "New York Uniform Commercial Code") (whether or not the New York Uniform Commercial Code applies to the affected Intellectual Property Collateral) and also may (i) require the Company to, and the Company hereby agree that it will at its expense and upon request of the Collateral Agent forthwith, assemble all or part of the documents and things embodying any part of the Intellectual Property Collateral as directed by the Collateral Agent and make them available to the Collateral Agent at a place and time to be designated by the Collateral Agent; (ii) without notice except as specified below and as required by law, sell the Intellectual Property Collateral or any part thereof in one or more parcels at public or private sale, at any of the Collateral Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Collateral Agent may deem commercially reasonable; and (iii) subject to the rights of third parties, occupy any premises owned or leased by the Company where documents and things embodying the Intellectual Property Collateral or any part thereof are assembled or located for a reasonable period in order to effectuate its rights and remedies hereunder or under law, without obligation to the Company in respect of

such occupation. In the event of any sale, assignment, or other disposition of any of the Intellectual Property Collateral, the goodwill of the business connected with and symbolized by any of the Intellectual Property Collateral subject to such disposition will be included, and the Company will supply to the Collateral Agent or its designee the Company's know-how and expertise, and documents and things embodying the same, relating to the manufacture, distribution, advertising and sale of products or the provision of services relating to any Intellectual Property Collateral subject to such disposition and, including, but not limited to, the Company's customer lists and other records and documents relating to such Intellectual Property Collateral and to the manufacture, distribution, advertising and sale of such products and services. The Company agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' prior notice to the Company of the time and place of any public sale or the time after which any private sale is to be made will constitute reasonable notification. The Collateral Agent shall not be obligated to make any sale of Intellectual Property Collateral regardless of notice of sale having been given. The Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice except as required by law, be made at the time and place to which it was so adjourned.

(b) All cash proceeds received by the Collateral Agent in respect of any sale of, collection from, or other realization upon, all or any part of the Intellectual Property Collateral may, in the discretion of the Collateral Agent, be held by the Collateral Agent as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Collateral Agent pursuant to Section 11(b)), in whole or in part, by the Collateral Agent, for its benefit against all or any part of the Secured Obligations in such order as the Purchase Agreement may require and otherwise as Company may elect. Any surplus of such cash or cash proceeds held by the Collateral Agent and remaining after payment in full of all of the Secured Obligations shall be paid over to the Company or to whomever may be lawfully entitled to receive such surplus.

(c) The Collateral Agent may exercise any and all rights and remedies of the Company in respect of the Intellectual Property Collateral.

(d) All payments received by the Company in respect of any sale, lease, transfer or other disposition of Intellectual Property Collateral (except as permitted under the Purchase Agreement) shall be received in trust for the benefit of the Secured Parties, shall be segregated from other funds of the Company and shall be forthwith paid over to the Collateral Agent for the benefit of the Secured Parties in the same form as so received (with any necessary or desirable endorsement or assignment).

Section 11. Indemnity and Expenses.

(a) The Company hereby agrees to indemnify the Collateral Agent from and against any and all claims, losses and liabilities arising out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities resulting from the Collateral Agent's or any other Secured Party's gross negligence or willful misconduct.

(b) The Company will, upon demand, pay to the Collateral Agent and the other Secured Parties the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts, that the Collateral Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use, or operation of, or the sale of, collection from or other realization upon, any of the Intellectual Property Collateral, (iii) the exercise or enforcement of any of the rights of the Collateral Agent hereunder or (iv) the failure by the Collateral Agent to perform or observe any of the provisions hereof.

Section 12. Security Interest Absolute. The obligations of the Company under this Agreement are independent of the Secured Obligations, and a separate action or actions may be brought and prosecuted against the Company to enforce this Agreement, irrespective of whether any action is brought against the Company or whether the Company is joined in any such action or actions. All rights of the Company and the pledge and security interest created hereunder, and all obligations of the Company hereunder, shall be absolute and unconditional, irrespective of:

(a) any lack of validity or enforceability of any other Note Document or any other agreement, instrument or document relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations or any other amendment, restatement or other modification or waiver of or any consent to any departure from any other Note Document, including, without limitation, any increase in the Secured Obligations resulting from the extension of additional credit to the Company or otherwise;

(c) any taking, exchange, release or non-perfection of any other collateral, or any taking, release or amendment, restatement, other modification or waiver of or consent to any departure from any guaranty, for all or any of the Secured Obligations;

(d) any manner of application of collateral, or proceeds thereof, to all or any of the Secured Obligations, or any manner of sale or other disposition of any collateral for all or any of the Secured Obligations or any other assets of the Company;

(e) any change, restructuring or termination of the corporate structure or existence of the Company; or

(f) any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Company or a third party grantor of a security interest.

Section 13. Amendments, Waivers, Supplements, Etc.

(a) Except as permitted by Section 5(c), no amendment or waiver of any provision of this Agreement, and no consent to any departure by the Company herefrom, shall in any event be effective unless the same shall be in writing and signed by the Company and the Collateral Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(b) No failure on the part of the Collateral Agent to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

(c) Upon the execution and delivery by any Person of an intellectual property security agreement supplement, in each case in substantially the form of Exhibit A hereto (each an “Intellectual Property Security Agreement Supplement”), (i) such Person shall be referred to as an “Additional Company”, and each reference in this Agreement to “Company” shall also mean and be a reference to (in addition to Namco, LLC and any other prior Additional Company, such Additional Company and each reference in any other Note Document to a “Company” or a “Subsidiary” of the Company, as applicable, shall also mean and be a reference to such Additional Company, and (ii) the annexes attached to each Intellectual Property Security Agreement Supplement shall be incorporated into and become a part of and supplement Schedules I, II, III and IV, as appropriate, hereto and the Collateral Agent may attach such annexes as supplements to such Schedules, and each reference to such Schedules shall mean and be a reference to such Schedules, as so supplemented.

Section 14. Addresses for Notices. All notices and other communications provided for hereunder shall be in writing in the manner provided in the Purchase Agreement.

Section 15. Continuing Security Interest, Assignments. This Agreement shall create a continuing security interest in the Intellectual Property Collateral and shall remain in full force and effect until the indefeasible payment in full in cash of all of the Secured Obligations and be binding upon the Company and its successors and permitted assigns.

Section 16. Release and Termination. Subject to the terms and conditions of the Intercreditor Agreement, upon any sale, lease, transfer or other disposition of any item of Intellectual Property Collateral in accordance with the terms of the Purchase Agreement, the Collateral Agent will, at the Company’s expense, execute and deliver to the Company such documents as the Company shall reasonably request to evidence the release of such item of Intellectual Property Collateral from the security interest granted hereby; provided, however, that (i) the Company shall have delivered to the Collateral Agent, at least ten (10) days prior to the date of the proposed release, a written request for release describing the item of Intellectual Property Collateral and the terms of the sale, lease, transfer or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a form of release for execution by the Collateral Agent and a certification by the Company to the effect that the transaction is in compliance with the Purchase Agreement and as to such other matters as the Collateral Agent may request; and (ii), if required, the proceeds of any such sale, lease, transfer or other disposition are applied in accordance with Section 3.3.4 of the Purchase Agreement (unless otherwise consented to by the Collateral Agent). Upon payment in full in cash of all of the Secured Obligations, this Agreement shall be immediately terminated without further action by any Person and the Collateral Agent will, at Company’s expense, execute and deliver to Company such documents as Company shall reasonably request to evidence the release of the Intellectual Property Collateral from such security interest, including UCC

termination statements and filing a Notice of Termination at the United States Patent and Trademark Office.

Section 17. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be as effective as delivery of a manually executed counterpart of this Agreement.

Section 18. Governing Law; Terms. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without giving effect to its conflicts of law principles except Sections 5-1401 and 5-1402 of the New York General Obligations Law), except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of the Intellectual Property Collateral are governed by the laws of a jurisdiction other than the State of New York. Unless otherwise defined herein, terms used in Article 9 of the New York Uniform Commercial Code are used herein as therein defined.

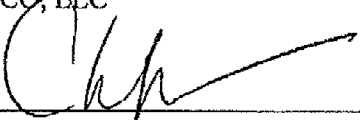
Section 19. Intercreditor Agreement. The terms and conditions of this Agreement are subject to the terms and conditions of the Intercreditor Agreement.

[The remainder of this page has been left blank intentionally.]

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, intending to be legally bound, the parties hereof have caused this Intellectual Property Security Agreement to be duly executed as of the date first above written.

NAMCO, LLC

By: _____

Name: C. Mark Scott

Title: Chief Executive Officer

GARMARK ADVISORS II, LLC, as Collateral Agent

By: _____

Name:

Title:

TRADEMARK

REEL: 003660 FRAME: 0016

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, intending to be legally bound, the parties hereof have caused this Intellectual Property Security Agreement to be duly executed as of the date first above written.


NAMCO, LLC

By: _____

Name:

Title:

GARMARK ADVISORS II, LLC, as Collateral Agent

By: 
Name: Steven C. Pickhardt
Title: Principal

[Acknowledgement of Intellectual Property Security Agreement]

STATE OF CONNECTICUT)
) SS. Manchester
)
COUNTY OF FAIRFIELD)

On this 8 day of November, 2007, before me appeared Mark Scott to me personally known, who, being by me duly sworn, did depose and say that he/she is the authorized signatory of Namco, LLC, the limited liability company named in and which executed the foregoing instrument, that being duly authorized he/she did execute the foregoing instrument on behalf of the limited liability company therein named, and that the foregoing instrument is the free and authorized act and deed of said limited liability company.

Given under my hand and seal at Manchester, Connecticut this 8 day of November, 2007.

Notary Public Donna H. Thompson
My Commission Expires: 11/30/11

EXHIBIT A

to

Intellectual Property Security Agreement

FORM OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT SUPPLEMENT

GARMARK ADVISORS II, LLC, as Collateral Agent
under the Purchase Agreement referred to below
Attention: E. Garrett Bewkes III and Steven Pickhardt

Re: Intellectual Property Security Agreement dated as of November [], 2007 made
by Namco, LLC (the "Company")

Ladies and Gentlemen:

Reference is made to the above-captioned Intellectual Property Security Agreement (such Intellectual Property Security Agreement, as in effect on the date hereof and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "Intellectual Property Security Agreement") made by the Company to the Collateral Agent. The terms defined in the Intellectual Property Security Agreement (or in the Purchase Agreement referred to therein (the "Purchase Agreement")) and not otherwise defined herein are used herein as therein defined.

The undersigned hereby agrees, as the date first above written, to become an "Additional Company" under the Intellectual Property Security Agreement as if it were an original party thereto and agrees that each reference in the Intellectual Property Security Agreement to "Company" shall also mean and be a reference to (among other Persons) the undersigned.

The undersigned hereby pledges to the Collateral Agent for the benefit of the Secured Parties and hereby grants to the Collateral Agent, for the benefit of the Secured Parties, as security for the Secured Obligations a lien on and a security interest in, all of the right, title and interest of the undersigned, whether now owned or hereafter acquired, in and to Intellectual Property Collateral owned by the undersigned, including, but not limited to, the property listed on Annex I, II, III and IV hereto. Schedules I, II, III and IV to the Intellectual Property Security Agreement are hereby supplemented by Annexes I, II, III and IV hereto, respectively. The undersigned hereby certifies on behalf of the Company that such Annexes have been prepared by the undersigned in substantially the form of Schedules I, II, III and IV to the Intellectual Property Security Agreement and are true, accurate and complete in all material respects as of the date hereof.

The undersigned on behalf of the Company hereby makes each representation and warranty set forth in Section 4 of the Intellectual Property Security Agreement (as supplemented

by the attached Annexes) to the same extent as each of the other Company and hereby agrees to be bound as a Company by all of the terms and provisions of the Intellectual Property Security Agreement to the same extent as the other Company.

This Intellectual Property Security Agreement Supplement shall be governed by and construed in accordance with the laws of the State of New York.

Very truly yours,

[NAME OF ADDITIONAL INTELLECTUAL PROPERTY GRANTOR]

By: _____

Name:

Title:

Address: _____

Schedule I

Patents

None.

Trademarks

U.S. Trademark Registrations

Mark	Serial No.	Filing Date	Reg. No	Reg. Date
#1 FOR FAMILY FUN	74064485	5/29/90	1675450	2/11/92
ARTIC ELITE	76090936	7/19/00	2581053	6/18/02
BLUE SHIELD	73241272	12/3/79	1186272	1/19/82
BLUE SHIELD (+ design)	75285372	5/2/97	2160484	5/26/98
BQ	74190288	8/1/91	1908079	8/1/95
CHRISTOPHER JAMES	76279679	7/2/01	2602779	7/30/02
COOL POOL	75171577	9/24/96	2112045	11/11/97
COOL POOL (+ design)	73457108	12/15/83	1345561	7/2/85
ELIMINATOR (stylized)	74182984	7/8/91	1698734	7/7/92
JUMBO SLO POKES	74183249	7/8/91	1701371	7/21/92
MARINER (stylized)	74122950	12/13/90	1694591	6/16/92
MINERAL MAGNET	74182698	7/5/91	1728755	11/3/92
NAMCO (+ design)	72271788	7/25/80	1184226	12/29/81
NOT COMPLETE WITHOUT THE HEAT	75331714	7/21/97	2167722	6/23/98
P.D.Q. TABS	74183045	7/8/91	1698735	7/7/92
PEARLDIVE (+ design)	74123098	12/13/90	1672678	1/21/92
PRO LINE (+ design)	74123135	12/13/90	1674393	2/4/92
PROLINE (+ design)	74801979	9/1/92	1864126	11/22/94
RE-NU-IT	74182697	7/5/91	1735964	12/1/92
SAF-T-SHOCK (stylized)	74190247	8/1/91	1757811	3/16/93
SANI-SHOCK (stylized)	74192339	8/7/91	1701379	7/21/92
SKIMMER SAVER	75524289	7/23/98	2264998	7/27/99
SLO STIX	74190257	8/1/91	1714957	9/15/92
SLO-TABS	74182900	7/8/91	1730492	11/10/92
STAIN AWAY	74183250	7/8/91	1702693	7/28/92
SUN-N-FUN (+ design)	74063285	5/29/90	1666827	12/3/91
THE GREAT AMERICAN BACKYARD VACATION! (stylized)	74063282	5/29/90	1644708	5/14/91
TROPICOOOL	75625981	1/22/99	2314445	2/1/00
WHERE FAMILY FUN BEGINS	76278983	7/2/01	2653764	11/26/02
WINTER TABS	74190255	8/1/91	1706917	8/25/92
ALL-WEATHER			1218389	11/30/82
BLUE CROSS (+ design)	76410974	5/20/02	2826977	3/30/04

Schedule III

Copyrights

None.

Schedule IV

License Agreements

None.