

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
EVAC INTERNATIONAL OY		12/20/2007	COMPANY: FINLAND
EVAC OY		12/20/2007	COMPANY: FINLAND

RECEIVING PARTY DATA

Name:	ING BANK, N.V.
Street Address:	60 London Wall
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2M 5TQ
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	73727007	EVAC
Serial Number:	78528125	EVACINSHINE
Serial Number:	78528138	EVACINHUSH
Serial Number:	78528135	EVACINFLUX
Serial Number:	78528130	EVACINCLICK

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-903-9000
 Email: Oleh.Hereliuk@federalresearch.com
 Correspondent Name: Linklaters LLP
 Address Line 1: 1345 Avenue of the Americas
 Address Line 2: Attn: Shauin Wang
 Address Line 4: New York, NEW YORK 10105

CH \$140.00 73727007

ATTORNEY DOCKET NUMBER:

403148

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Oleh Hereliuk

Signature:

/oh/

Date:

01/02/2008

Total Attachments: 8

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SHORT-FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

SHORT-FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 20, 2007, among **EVAC INTERNATIONAL OY**, a private company with limited liability incorporated under the laws of Finland whose registered office is at Helsinki and with registration number 0741502-2 and **EVAC OY**, a private company with limited liability incorporated under the laws of Finland whose registered office is at Helsinki and with registration number 0775720-9 (each of the foregoing, a "**Grantor**", and collectively, the "**Grantors**"), and ING BANK N.V., as security agent for the Senior Finance Parties (herein in such capacity, the "**Security Agent**").

RECITALS

- (A) Zodiac Marine Holding ("**Parent**"), Zodiac Marine & Pool (the "**Company**"), and certain subsidiaries of the Company, including the Grantors, as Borrowers and/or Guarantors, have entered into a Senior Facilities Agreement, dated July 3, 2007, as amended and restated pursuant to an amendment agreement dated August 3, 2007 and an amendment agreement dated on or about September 26, 2007 (the "**Senior Facilities Agreement**"), with, amongst others, ING Bank N.V., as Mandated Lead Arranger and Bookrunner, the financial institutions party thereto as lenders (the "**Senior Lenders**"), ING Bank, N.V., as Agent for the Lenders (in such capacity, the "**Senior Agent**") and as Issuing Bank (in such capacity, the "**Issuing Bank**"), and the Security Agent.
- (B) Parent, the Company and certain subsidiaries of the Company, including the Grantors, and certain other parties thereto have entered into an Intercreditor Deed dated July 3, 2007, as amended and restated pursuant to an amendment agreement dated August 3, 2007 (the "**Intercreditor Deed**"), with, amongst others, the Senior Agent, the Mezzanine Agent (as defined therein), the Security Agent, the Issuing Bank, the Senior Lenders and the Mezzanine Lenders (as defined therein).
- (C) The Grantors are party to an Intellectual Property Security Agreement, dated December 20, 2007, in favor of the Security Agent (the "**Intellectual Property Security Agreement**"), pursuant to which each Grantor is required to execute and deliver this Agreement.
- (D) In consideration of the mutual conditions and agreements set forth in the Senior Facilities Agreement, the Intellectual Property Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Intellectual Property Security Agreement and used herein have the meaning given to them in the Intellectual Property Security Agreement.

SECTION 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the

payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Obligations, each Grantor hereby pledges, assigns, transfers and grants to the Security Agent, for its benefit and for the benefit of the Senior Finance Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

“Intellectual Property Collateral” means each Grantor’s right, title and interest in, to and under

- (a) all Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule I hereto,
- (b) all Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto and
- (c) all Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule III hereto, and all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;
- (d) all reissues, continuations or extensions of the foregoing; and
- (e) all Proceeds of the foregoing, including any claim by the Grantors against third parties for past, present, future (i) infringement or dilution of any (x) Copyright or Copyright Licensed under any Copyright License, (y) Trademark or Trademark licensed under any Trademark License or (z) Patent or Patent licensed under any Patent License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

SECTION 3 Priority

Notwithstanding anything to the contrary contained in this Agreement, each Grantor and the Security Agent (on behalf of the Senior Finance Parties) acknowledges and agrees that the Security Interest granted pursuant to this Agreement to the Security Agent for the benefit of the Senior Finance Parties and securing each Grantor’s Secured Obligations, shall be junior to no other Security Interest (but may be junior to Permitted Security).

SECTION 4 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event shall the Intellectual Property Collateral include and the Grantors shall not be deemed to have granted a Security Interest in, any of their right, title or interest (i) in any Intellectual Property Collateral if the grant of such Security Interest shall constitute or result in the abandonment of, invalidation of or rendering unenforceable any of their right, title or interest therein or (ii) in any license, contract or agreement to which the Grantors are a party or any of their rights or interests thereunder, to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement, or otherwise, result in a breach or termination of the terms of, or constitute a default under or termination of any such license, contract or agreement; *provided* that the Grantors agree to use all reasonable efforts to obtain all requisite consents to enable the Grantors to provide a Security Interest in such asset and such asset is material if the Parent determines that such endeavors will not involve placing commercial relationships with third parties in jeopardy and, in any event, immediately upon the ineffectiveness, lapse or termination of any such provision, the Intellectual Property Collateral shall include, and the Grantors shall be deemed to have

granted a Security Interest in, all such rights and interests as if such provision had never been in effect.

SECTION 5 Intellectual Property Security Agreement

The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Security Agent pursuant to the Intellectual Property Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 6 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, INCLUDING WITHOUT LIMITATION, SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW, BUT EXCLUDING ANY OTHER CONFLICT OF LAW RULES.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

EVAC INTERNATIONAL OY

By: *[Signature]*
Name:
Title:

EVAC OY

By: *[Signature]*
Name:
Title:

ACCEPTED AND AGREED:

ING BANK N.V., as Security Agent

By: *[Signature]*
Name: MARTIN RIJSTADT
Title: DIRECTOR

SCHEDULE I
COPYRIGHT REGISTRATIONS

(A) REGISTERED COPYRIGHTS AND COPYRIGHT APPLICATIONS

Title _____ Copyright Reg. No. _____ Date _____

None

(B) COPYRIGHT LICENSES

Name of Agreement _____ Parties _____ Date _____

None

SCHEDULE II
PATENT REGISTRATIONS

(C) REGISTERED PATENTS & PATENT APPLICATIONS

Grantor	Title	Reg. No. or Appln. No.	Application Date
Evac International Oy	Case 1089A / Vacuum Toilet with Reduced Noise Level / Super	177070	4/4/1988
Evac International Oy	Case 1089B Vacuum Toilet with Reduced Noise Level/Super Silen	717877*	6/13/1991
Evac International Oy	Vacuum System with On-Line Pump Unit	09/898690	7/5/2001
Evac International Oy	Valve Means for Flow Pipe - Rubber Hose	10/122597	4/15/2002
Evac International Oy	Freighter Unit - Control Unit	11/791865	1/23/2006
Evac International Oy	Active Buffer	11/640807	12/18/2006
Evac International Oy	Vacuum Sewer System	11/704845	2/9/2007

(D) PATENT LICENSES

None

SCHEDULE III

TRADEMARK REGISTRATIONS

(E) REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Grantor	Mark	Reg. No. or Appln. No.	Date
EVAC OY	EVAC Word Mark	73-727007	5/9/1988
	EVACINSHINE	78/528125	12/7/2004
	EVACINHUSH	78/528138	12/7/2004
	EVACINFLUX	78/528135	12/7/2004
	EVACINCLICK	78/528130	12/7/2004

(F) TRADEMARK LICENSES

None