

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CORTZ, INC.		03/31/2008	CORPORATION: ILLINOIS
IN THE SWIM		03/31/2008	A D/B/A NAME OF CORTZ, INC.:
SPP HOLDING CORPORATION		03/31/2008	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	MADISON CAPITAL FUNDING LLC, AS AGENT
Street Address:	30 South Wacker Drive
Internal Address:	Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Registration Number:	2746755	BRING THE FUN INSIDE
Registration Number:	2185811	IN THE SWIM
Registration Number:	1639450	IN THE SWIM
Registration Number:	1636449	IN THE SWIM
Registration Number:	2225856	IN THE SWIM
Registration Number:	2956270	AMERICA'S #1 DIRECT SOURCE FOR POOL SUPPLIES
Registration Number:	3044808	CHEMICALS TOMORROW!
Registration Number:	3255690	MORE SUPPLIES THAN ANY STORE
Registration Number:	3040384	ORDER TODAY...CHEMICALS TOMORROW!
Registration Number:	3122168	ORDER TODAY...CHLORINE TOMORROW!
Registration Number:	3093145	ORDER TODAY...WINTER COVERS TOMORROW!

OP \$490.00 2746755

Registration Number:	2277690	POOLSIDE EXPRESS
Registration Number:	3380900	CHAIRMAN'S CHOICE
Registration Number:	3298609	KLEAN-A-TRON
Registration Number:	3247414	PROTECTOR
Registration Number:	3247416	PROTECTOR PLUS
Registration Number:	3384535	SPECIALTY POOL PRODUCTS
Registration Number:	3334661	SPECIALTY POOL PRODUCTS
Registration Number:	3380909	SPP

**CORRESPONDENCE DATA**

Fax Number: (312)863-7806  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312-863-7198  
Email: nancy.brougher@goldbergkohn.com  
Correspondent Name: Nancy Brougher c/o Goldberg Kohn  
Address Line 1: 55 East Monroe Street  
Address Line 2: Suite 3300  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4975.153
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	04/01/2008

**Total Attachments: 5**  
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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 31, 2008, by the undersigned (individually "Grantor" and collectively "Grantors"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among CORTZ, INC., an Illinois corporation, as Borrower, SPP Holding Corporation, a Delaware corporation ("Subsidiary"), Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of certain affiliates of Grantors;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, each Grantor is required to execute and deliver to Agent, each for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any "intent-to-use" Trademarks to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark under applicable federal law) (collectively, the "Trademark Collateral");

- (a) all of its Trademarks including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark, or (ii) injury to the goodwill associated with any such Trademark.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

*[signature page follows]*

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

CORTZ, INC., an Illinois corporation

By:   
Title: Chief Financial Officer

IN THE SWIM (A D/B/A NAME OF CORTZ, INC.)

By:   
Title: Chief Financial Officer

SPP HOLDING CORPORATION, a Delaware corporation

By:   
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,  
as Agent

By: \_\_\_\_\_  
Title: \_\_\_\_\_

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

CORTZ, INC., an Illinois corporation

By: \_\_\_\_\_  
Title: Chief Financial Officer

IN THE SWIM (A D/B/A NAME OF CORTZ, INC.)

By: \_\_\_\_\_  
Title: Chief Financial Officer

SPP HOLDING CORPORATION, a Delaware corporation

By: \_\_\_\_\_  
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,  
as Agent

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Craig Lacy  
Managing Director

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<b>Grantor</b>	<b>Mark</b>	<b>Registration Number</b>	<b>Date</b>
Cortz, Inc.	Bring the Fun Inside	2,746,755	8/5/2003
Cortz, Inc.	In The Swim	2,185,811	9/1/1998
Cortz, Inc.	In The Swim	1,639,450	4/2/1991
Cortz, Inc.	In The Swim	1,636,449	2/26/1991
Cortz, Inc., d/b/a In The Swim	In The Swim	2,225,856	2/23/1999
In The Swim	America's #1 Direct Source for Pool Supplies	2,956,270	5/24/2005
In The Swim	Chemicals Tomorrow!	3,044,808	1/17/2006
In The Swim	More Supplies Than Any Store	3,255,690	6/26/2007
In The Swim	Order Today...Chemicals Tomorrow!	3,040,384	1/10/2006
In The Swim	Order Today...Chlorine Tomorrow!	3,122,168	7/25/2006
In The Swim	Order Today...Winter Covers Tomorrow!	3,093,145	5/16/2006
In The Swim	Poolside Express	2,277,690	9/14/1999
SPP Holding Corporation	Chairman's Choice	3,380,900	2/12/2008
SPP Holding Corporation	Klean-A-Tron	3,298,609	9/25/2007
SPP Holding Corporation	Protector	3,247,414	5/29/2007
SPP Holding Corporation	Protector Plus	3,247,416	5/29/2007
SPP Holding Corporation	Specialty Pool Products	3,384,535	2/19/2008
SPP Holding Corporation	Specialty Pool Products	3,334,661	11/13/2007
SPP Holding Corporation	SPP	3,380,909	2/12/2008

**TRADEMARK APPLICATIONS**

<b>Grantor</b>	<b>Mark</b>	<b>Application Number</b>	<b>Date</b>
SPP Holding Corporation	Specialty Pool Products	77/201,199	6/8/2007
SPP Holding Corporation	SPP	77/201,193	6/8/2007