

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Delair L.L.C.		03/18/2008	LIMITED LIABILITY COMPANY:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Arcus ASI Funding, LLC		
<b>Street Address:</b>	2929 Arch Street		
<b>Internal Address:</b>	c/o Versa Capital Management Inc.		
<b>City:</b>	Philadelphia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19104		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2913225	DELGARD	
Registration Number:	2962285	JOHNNY WEISSMULLER	
Registration Number:	3061680	PATRIOT POOLS	
Registration Number:	3015986	ROCKLAND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)756-9299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	8002210770		
<b>Email:</b>	kai.goodwin@contractor.thomson.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1133 Avenue of the Americas		
<b>Address Line 2:</b>	Suite 3100		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	514484		

**CH \$115.00 2913225**

NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	04/10/2008
<b>Total Attachments: 7</b> source=delair_arcusasi_tm4#page2.tif source=delair_arcusasi_tm4#page3.tif source=delair_arcusasi_tm4#page4.tif source=delair_arcusasi_tm4#page5.tif source=delair_arcusasi_tm4#page6.tif source=delair_arcusasi_tm4#page7.tif source=delair_arcusasi_tm4#page8.tif	

**PATENTS, TRADEMARKS  
AND LICENSES SECURITY AGREEMENT**

This Patents, Trademarks and Licenses Security Agreement ("Agreement") is made as of the 18<sup>th</sup> day of March, 2008, by Delair L.L.C. ("Company"), a New Jersey limited liability company, with its chief executive office located at 8600 River Road, Delair, New Jersey 08110, and delivered to Arcus ASI Funding, LLC ("Agent"), having a mailing address of c/o Versa Capital Management, Inc., 2929 Arch Street, Philadelphia, Pennsylvania 19104.

**BACKGROUND**

A. This Agreement is being executed contemporaneously with that certain Debtor-In-Possession Term Loan Financing Agreement of even date herewith by and among Company and certain of its affiliates, as borrowers ("Borrowers"), and Arcus ASI Funding, LLC as agent and a lender (as may hereafter be supplemented, restated, amended, superseded, replaced, or restated from time to time, the "Financing Agreement"), under which Company is granting Agent, for the benefit of Lenders, a lien on and security interest in all or substantially all of its assets, including without limitation all existing and future trademarks, service marks, trade names and applications relating thereto, and patents, patent rights, patent applications and goodwill and all assets of Company associated with or relating to products leased or sold or services provided under Company's patents and trademarks (and the goodwill associated therewith), and under which Agent is entitled to foreclose or otherwise deal with such assets, patents, patent rights, patent applications, trademarks, trademark applications, service marks, service mark applications, trade names and goodwill associated therewith under the terms and conditions set forth therein. Capitalized terms not defined herein shall have the meanings given to such terms in the Financing Agreement.

B. Company has adopted, used and is using (or has filed applications and/or registrations of) the patents, patent rights, and patent applications (collectively, the "Patents") and trademarks, service marks, trade names, and service trade names (collectively, "Trademarks") listed on Schedule A attached hereto and made part hereof and goodwill associated thereto ("Goodwill") (all such Patents, Trademarks and Goodwill hereinafter referred to as the "Assets").

C. Pursuant to the Financing Agreement, Agent is acquiring a lien on, and security interest in, the Assets and the registration thereof, including all the goodwill of Company associated therewith and represented thereby, as security for all Obligations, and desires to have its security interest in such Assets confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Financing Agreement and all other instruments, agreements and documents entered into in connection therewith (collectively, the "Loan Documents"), and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Company grants a lien and security interest to Agent, for the benefit of Lenders, in all of its present and future right, title and interest in and to the Assets,

including all the goodwill of Company associated with and represented by the Assets, and the registration thereof, any and all licenses relating thereto, and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds of all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits.

2. Except as otherwise provided in the Financing Agreement, Company hereby covenants and agrees to maintain the Assets in full force and effect until all Obligations are indefeasibly paid and satisfied in full and the Financing Agreement is terminated.

3. Company represents, warrants and covenants that:

(a) Company has the unqualified right, power and authority to enter into this Agreement and perform its terms; and

(b) If, before all Obligations shall have been indefeasibly paid and satisfied in full and the Financing Agreement shall have been terminated, Company shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, service marks, trade names or licenses, or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any patent or any improvement on any patent, the provisions of this Agreement shall automatically apply thereto and such patent or trademark application, trademark, trademark registration, license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any patent or any improvement on any patent shall be deemed part of the Assets. Company shall, at Agent's request, execute such supplement, modification or addition hereto to reconfirm the expansion of this Agreement to such additional assets, which document may be recorded with the United States Patent and Trademark Office.

4. So long as an Event of Default or Default has not occurred under the Financing Agreement, Company shall continue to have the exclusive right to use the Assets and Agent shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else. Following the occurrence and during the continuance of an Event of Default, Agent shall have the option (but no duty or responsibility) to exercise any and all rights and remedies available under the Financing Agreement or the other Loan Documents or otherwise available at law or in equity to foreclose upon the Assets, enforce its rights and interests hereunder or otherwise utilize or obtain the benefit of the Assets to obtain repayment of the Obligations.

5. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Financing Agreement and may not be modified without the written consent of the Company and Agent.

6. All rights and remedies herein granted to Agent shall be in addition to any rights and remedies granted under the Loan Documents. In the event of an inconsistency between this Agreement and the Financing Agreement, the language of the Financing Agreement shall control.

7. Upon Borrowers' performance of all of the obligations under the Loan Documents and full and unconditional satisfaction of all Obligations, Agent shall execute and deliver to Company all documents reasonably necessary to terminate Agent's security interest in the Assets, including executing and delivering to Company a termination statement prepared by Company for filing, at Company's

expense, with the United States Patent and Trademark Office, whereupon this Agreement shall terminate.

8. Subject to the terms of the Financing Agreement, Company shall have the duty to prosecute diligently any trademark application with respect to the Assets pending as of the date of this Agreement or thereafter, until all Obligations shall have been indefeasibly paid and satisfied in full and the Financing Agreement shall have been terminated, to preserve and maintain all rights in the Assets, and upon request of Agent, Company shall make federal application on registrable but unregistered patents, trademarks or licenses belonging to Company to the extent such registration is commercially reasonable. Any expenses incurred in connection with such applications shall be borne by Company. Company shall not abandon any patent or registered trademark except as permitted by the Financing Agreement.

9. Company shall have the right to bring suit in its own name to enforce the Assets, in which event Agent may, if Company reasonably deems it necessary, be joined as a nominal party to such suit if Agent shall have been satisfied, in its sole but reasonable discretion, that Agent are not thereby incurring any risk of liability because of such joinder. Company shall promptly, upon demand, reimburse and indemnify Agent for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Agent in the fulfillment of the provisions of this paragraph.

10. (a) Following the occurrence of an Event of Default under the Financing Agreement, Agent may, without any obligation to do so, complete any obligation of Company hereunder, in Company's name or in Agent's name, but at Company's expense, and Company hereby agrees to reimburse Agent in full for all costs and expenses, including reasonable attorneys' fees, incurred by Agent in protecting, defending and maintaining the Assets.

(b) Company hereby grants Agent and its officers, representatives, successors and assigns an irrevocable power of attorney, coupled with an interest, to execute any and all assignments, bills of sale or other documents deemed necessary and appropriate by Agent to enforce Agent's rights hereunder, assign, license or transfer the Assets, and obtain the benefits intended hereby, such power of attorney exercisable following the occurrence and during the continuance of an Event of Defaults under the Financing Agreement.

11. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

12. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

13. This Agreement, and all matters arising hereunder or related hereto, shall be governed by and construed in accordance with the laws of the State of New York applied to contracts to be performed wholly within the State of New York.

14. Company and Agent each waive any and all rights it may have to a jury trial in connection with any litigation, proceeding or counterclaim arising with respect to rights and obligations of the parties hereto or under the Loan Documents.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Dated the date and year first written above.

DELAIR L.L.C.

By: Richard M Grossman  
Name: Richard M Grossman  
Title: EVP

Approved and Accepted:  
ARCUS ASI FUNDING, LLC

By: \_\_\_\_\_  
Name: Gregory L. Segall  
Title: Authorized Signer

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

S-1

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF New Jersey : SS  
COUNTY OF Monmouth :

On this 17 day of March, 2008, before me personally appeared Richard Grossman to me known and being duly sworn, deposes and says that s/he is the EVP of Delair L.L.C., the Company described in the foregoing Agreement; that s/he signed the Agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.



LINDA DIANE BIAZZO  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMM. EXP. 10/16/11

Linda Diane Biazzo  
Notary Public

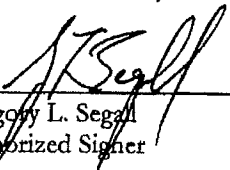
My Commission Expires: \_\_\_\_\_

Dated the date and year first written above.

**DELAIR L.L.C.**

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

Approved and Accepted:  
**ARCUS ASI FUNDING, LLC**

By:  \_\_\_\_\_  
Name: Gregory L. Segal  
Title: Authorized Signer

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

S-1



**SCHEDULE A**

Trademark	Filing Date	Serial Number	Registration Number	Registration Date
DELGARD	12/11/03	78/339,246	2,913,225	12/21/04
JOHNNY WEISSMULLER	12/11/03	78/339,252	2,962,285	6/14/05
PATRIOT POOLS	7/20/04	76/603,080	3,061,680	2/28/06
ROCKLAND	1/9/04	76/569,952	3,015,986	11/15/05

Patent Description	Application Number/ Date	Publication Number / Date	Patent Number / Date	Status / Expiration Date
Fence Which Eliminates the Need for Conventional Fasteners			6,375,166 04/23/02	Granted
Collet for Telescoping Assembly			5,649,780 07/22/97	Granted
Adjustable Self-Closing Hinge Assembly			5,715,574 02/10/98	Granted
Pool Support Member			D402,043 12/01/98	Granted
Fence Assembly			5,660,378 08/26/97	Granted

123285.01601/6624028v.1