

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Brookfield Bridge Lending Fund, Inc		09/18/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	Maax Corporation
Street Address:	Brookfield Place, 181 Bay Street, Ste. 300
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5J 2T3
Entity Type:	CORPORATION:

Name:	Maax Canada Inc
Street Address:	Brookfield Place, 181 Bay Street, Ste. 300
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5J 2T3
Entity Type:	CORPORATION:

Name:	Pearl Baths, Inc
Street Address:	9224 73rd Avenue North
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55428
Entity Type:	CORPORATION:

Name:	Maax Spas (Arizona), Inc
Street Address:	Brookfield Place, 181 Bay Street, Ste. 300
City:	Toronto, Ontario
State/Country:	CANADA

CH \$1965.00 1889784

Postal Code:	M5J 2T3
Entity Type:	CORPORATION:

Name:	Aker Plastics Company Inc
Street Address:	2121 Walter Glaub Drive
City:	Plymouth
State/Country:	INDIANA
Postal Code:	46563
Entity Type:	CORPORATION:

Name:	Maax-KSD Corporation
Street Address:	Brookfield Place, 181 Bay Street, Ste. 300
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5J 2T3
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 78

Property Type	Number	Word Mark
Registration Number:	1889784	AKER
Registration Number:	2308803	BODYWRAP SYSTEM
Registration Number:	1807341	SWIRLBATH SERIES
Registration Number:	3174180	ABSOLUTE
Registration Number:	2199243	ACRYLICA COLLECTION
Registration Number:	2898457	ADVANTA BY MAAX
Registration Number:	2921888	ADVANTA BY MAAX
Registration Number:	3078631	AEROFEEL
Registration Number:	2133594	AEROLUX
Registration Number:	2374262	AEROMAX
Registration Number:	3164550	AEROLENS
Registration Number:	2518952	AHEAD OF THE WAVE
Registration Number:	2154603	AIRPOOL
Registration Number:	2932964	AKER
Registration Number:	3179723	ANTIGUA
Serial Number:	78563594	AQUASENS
Registration Number:	2805187	AUDIOMAX
Registration Number:	2361106	BACKMAX

Registration Number:	3177185	BRIO II
Registration Number:	1267872	BUBBLE TUB
Serial Number:	78434071	CASA
Serial Number:	77351052	CASABLANCA
Registration Number:	3323923	COCOON
Registration Number:	3007189	COMBIMAX
Registration Number:	3312103	DAHLIA
Registration Number:	3002905	DELLA
Registration Number:	2964178	DESTINY
Registration Number:	2135132	DURAFOAM
Registration Number:	2145558	DURALUX
Registration Number:	3179409	E-Z PLUMB
Registration Number:	3174145	ELEMENT
Registration Number:	3174146	ESSENCE
Registration Number:	2100937	GENNA
Registration Number:	3072826	HYDROFEEL
Registration Number:	2808470	HYDROMAX
Registration Number:	3304562	HYDROSENS
Registration Number:	3323725	IMAGINE
Registration Number:	3087350	INFINITI
Serial Number:	77345727	INTUITION
Registration Number:	3407848	ISLANDER
Serial Number:	77385215	JAZZ
Registration Number:	3284674	KLEARA
Serial Number:	78873141	KUBIC
Registration Number:	3174215	LIVING
Registration Number:	2952871	MAAX
Registration Number:	2093986	MAAX
Registration Number:	3106206	MAAX COLLECTION
Registration Number:	3164552	MAAX ENJOY.EVERY DAY
Registration Number:	2988860	MAAX IES
Registration Number:	2869118	MAAX VILLA
Serial Number:	78724421	MAGNOLIA
Serial Number:	77352342	MANHATTAN
Registration Number:	3023463	MAXIMIZER

Registration Number:	2779494	MOONLIGHT
Serial Number:	77454983	OPTIK
Registration Number:	2779493	ORIGIN
Registration Number:	2877002	POLYCRYSTAL
Registration Number:	2361202	PREMIUM BY MAAK
Registration Number:	2806821	RAINFOREST
Registration Number:	2349393	SOUVENIR
Registration Number:	2942859	STAMINA
Registration Number:	2709405	STEAMAX
Registration Number:	3274173	TALEN
Registration Number:	3323545	THERMAX
Registration Number:	3432853	TIGRIS
Registration Number:	2946185	TRINITY
Registration Number:	2982225	TULLY
Registration Number:	3187905	URBAN
Serial Number:	77362605	VERSAILLES
Registration Number:	3284976	ALEXA
Serial Number:	77367165	KEYSTONE BY MAAK
Serial Number:	77367163	AROMA-SCENTS
Serial Number:	77367164	RELEASE
Registration Number:	2039952	PEARL
Serial Number:	77222291	PEARL BATHWARE
Serial Number:	77385651	PEARL BATHS
Registration Number:	3203792	THERMAZONE
Registration Number:	2247002	TRUE WHIRLPOOL

CORRESPONDENCE DATA

Fax Number: (212)310-8007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: caroline.geiger@weil.com, phyllis.depaola@weil.com
Correspondent Name: Weil, Gotshal & Manges c/o Caroline Geiger
Address Line 1: 767 5th Avenue
Address Line 4: New York, NEW MEXICO 10153

ATTORNEY DOCKET NUMBER: 29711.0091.C. GEIGER

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Caroline P Geiger
Signature:	/Caroline P Geiger/
Date:	09/18/2008

Total Attachments: 9

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Termination and Release of Trademark Security Agreement

Termination and Release of Trademark Security Agreement (“Release”) dated as of September 18, 2008 by MAAX CORPORATION (“Borrower”) and each Guarantor listed on Schedule II hereto (collectively, the “Original Guarantors” and together with Borrower, the “Pledgors”), in favor of BROOKFIELD BRIDGE LENDING FUND, INC., in its capacity as collateral agent pursuant to the Credit Agreement and the Trademark Security Agreement dated as of January 9, 2007 (in such capacity, the “Collateral Agent”) among the Borrower, the Guarantors party thereto, Brookfield Bridge Lending Fund, Inc. and the Lenders from time to time party thereto. The Trademark Security Interest dated as of January 9, 2007 is recorded at the United States Patent and Trademark Office at Reel 3465, Frame 0797.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement and the Trademark Security Agreement dated as of January 9, 2007 the Pledgors granted to the Collateral Agent, on behalf of itself and Lenders, a lien on and security interest in and to all of its right, title and interest in, to and under the following:

- (a) Trademarks of such Pledgors listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks;
- (c) all Proceeds of any and all of the foregoing; and

WHEREAS, the Collateral Agent has agreed to release, relinquish and discharge its right, title and interest in the Trademark Collateral as herein provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

SECTION 1. Defined Terms. Unless otherwise defined in this Release, terms defined in the Credit Agreement and the Trademark Security Agreement dated as of January 9, 2007 and used in this Release have the meaning given to them therein.

SECTION 2. Release of Security Interest in Trademark Collateral.

- (a) The Collateral Agent, for itself and the Lenders, hereby releases, relinquishes and discharges in its entirety any and all collateral pledges, grants, assignments, liens and security interests it has or the Lenders have on or in the Trademark Collateral. All rights to the Trademark Collateral hereby revert to the Pledgors.
- (b) The Collateral Agent hereby agrees, at the expense of the Pledgors, to take any reasonable actions and to execute any further documents necessary or reasonably requested by the Pledgors to effectuate, record or evidence the release of the Collateral Agent’s collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral, as applicable.

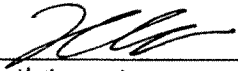
(c) The Collateral Agent authorizes and requests the United States Patent and Trademark Office to record this Release against the Trademark Collateral, as applicable.

SECTION 3. Governing Law. This Release shall be governed by the laws of the State of New York.

[Signature page follows]


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

BROOKFIELD BRIDGE LENDING FUND, INC.


By: 
Name: Holly Allen
Title: SVP of BELF

Accepted and Agreed:


MAAX CORPORATION

By: 
Name: DENIS RUBIN
Title: EXECUTIVE VICE PRESIDENT, CFO AND SECRETARY


MAAX CANADA INC.

By: 
Name: DENIS RUBIN
Title: TREASURER AND SECRETARY


PEARL BATHS, INC.

By: 
Name: DENIS RUBIN
Title: TREASURER AND SECRETARY


MAAX SPAS (ARIZONA), INC.

By: 
Name: DENIS RUBIN
Title: TREASURER AND SECRETARY

AKER PLASTICS COMPANY INC.

By: 
Name: DENIS RUBIN
Title: TREASURER AND SECRETARY

MAAX-KSD CORPORATION

By: 
Name: DENIS RUBIN
Title: TREASURER AND SECRETARY

SCHEDULE I**Trademarks***Aker Plastics*

Trademark	Application No.	Registration No.
AKER	74/365139	1889784
BODYWRAP SYSTEM AND DESIGN	75/534794	2308803
SWIRLBATH SERIES AND DESIGN	74/365138	1807341

Maax Canada, Inc.

Trademark	Application No.	Registration No.
ABSOLUTE	78/803569	3174180
ACRYLICA COLLECTION & DESIGN	75/153808	2199243
ADVANTA BY MAAX	75/891088	2898457
ADVANTA BY MAAX AND DESIGN	75/891089	2921888
AEROFEEL	78/447390	3078631
AEROLUX	74/425237	2133594
AEROMAX	75/494343	2374262
AEROSENS	78/296726	3164550
AHEAD OF THE WAVE	75/388863	2518952
AIRPOOL	75/171301	2154603
AKER PLASTICS	78/342595	2932964
ANTIGUA	78/646419	3179723
AQUASENS	78/563594	
AUDIOMAX	75/926273	2805187
BACKMAX	75/388867	2361106

Trademark	Application No.	Registration No.
BRIO II	78/849850	3177185
BUBBLE TUB	73/405018	1267872
CASA	78/434071	
CASABLANCA	77/351052	
COCOON	78/703458	3323923
COMBIMAX	78/213712	3007189
DAHLIA	78/873167	3312103
DELLA	78/386878	3002905
DESTINY	78/418997	2964178
DURAFOAM	74/425238	2135132
DURALUX	74/424869	2145558
E.Z PLUMB	78/582813	3179409
ELEMENT	78/793177	3174145
ESSENCE	78/793204	3174146
GENNA	75/080130	2100937
HYDROFEEL	78/447420	3072826
HYDROMAX	78/100858	2808470
HYDROSENS	78/878710	3304562
IMAGINE	77/141684	3323725
INFINITI	78/555606	3087350
INTUITION	77/345727	
ISLANDER	77/028819	3407848
JAZZ	77/385215	
KLEARA	77/039328	3284674
KUBIC	78/873141	
LIVING	78/833664	3174215
MAAX	78/055397	2952871
MAAX AND DESIGN	74/570385	2093986
MAAX COLLECTION STYLIZED	78/541275	3106206
MAAX ENJOY EVERY DAY STYLIZED	78/299894	3164552

Trademark	Application No.	Registration No.
MAAX IES	78/186966	2988860
MAAX VILLA	78/126146	2869118
MAGNOLIA	78/724421	
MANHATTAN	77/352342	
MAXIMIZER	78/486815	3023463
MOONLIGHT	78/127495	2779494
OPTIK	77/454983	
ORIGIN	78/127478	2779493
POLYCRYSTAL	78/137359	2877002
PREMIUM BY MAAX	75/462650	2361202
RAINFOREST	75/772212	2806821
SOUVENIR	75/508703	2349393
STAMINA	78/126517	2942859
STEAMAX	78/100896	2709405
TALEN	78/401775	3274173
THERMAX	77/111514	3323545
TIGRIS	78/724333	3432853
TRINITY	78/408747	2946185
TULLY	78/386798	2982225
URBAN	78/364781	3187905
VERSAILLES	77/362605	

Maax KSD LLC

Trademark	Application No.	Registration No.
ALEXA	77/045606	3284976
KEYSTONE BY MAAX AND DESIGN	77/367165	

Pearl Baths Inc.

Trademark	Application No.	Registration No.
AROMA-SCENTS	77/367163	
RELEASE	77/367164	
PEARL AND DESIGN	74/726669	2039952
PEARL BATHWARE AND DESIGN	77/222291	
PEARL BATHS	77/385651	
THERMAZONE	78/833405	3203792
TRUE WHIRLPOOL	75/246312	2247002

SCHEDULE II

Original Guarantors

NAME	ADDRESS
Pearl Baths, Inc.	9224 73rd Avenue North United States, Minneapolis, Minnesota, 55428
Maax Spas (Arizona) Inc.	25605 S. Arizona Avenue Chandler, Arizona, United States, 85248
Maax-KSD Corporation	505 Keystone Road United States, Southampton, Pennsylvania 18966
Maax Canada Inc.	640, Cameron, Sainte-Marie Beauce, Quebec, Canada G6E 1B2
Aker Plastics Company Inc.	2121 Walter Glaub Drive United States, Plymouth, Indiana 46563