

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
Spa & Bath Holdings, Inc.		11/05/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as Agent		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Association: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77280048	BALBOA	
Serial Number:	77267139	BALBOA WATER GROUP	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 2:	Attn: Jean Paterson		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	192397		
NAME OF SUBMITTER:	Jean Paterson		

CH \$65.00 77280048

900148031

**TRADEMARK
 REEL: 004099 FRAME: 0143**

Signature:	/jep/
Date:	11/19/2009
Total Attachments: 10 source=11-18-09 Spa and Bath-TM#page1.tif source=11-18-09 Spa and Bath-TM#page2.tif source=11-18-09 Spa and Bath-TM#page3.tif source=11-18-09 Spa and Bath-TM#page4.tif source=11-18-09 Spa and Bath-TM#page5.tif source=11-18-09 Spa and Bath-TM#page6.tif source=11-18-09 Spa and Bath-TM#page7.tif source=11-18-09 Spa and Bath-TM#page8.tif source=11-18-09 Spa and Bath-TM#page9.tif source=11-18-09 Spa and Bath-TM#page10.tif	

TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this 5th day of November, 2009 by SPA & BATH HOLDINGS, INC., a Delaware corporation ("Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent ("Agent") for the Lenders.

WITNESSETH

WHEREAS, Balboa Water Group, Inc. ("Balboa Water"), Balboa Instruments, Inc. ("Balboa Instruments") and G-G Distribution and Development Co., Inc. ("G-G"), together with Balboa Water, Balboa Instruments and any other Person who may be joined as a borrower from time to time, the "Borrowers" and each a "Borrower") and Grantor, as guarantor, have entered into that certain Revolving Credit and Security Agreement dated as of the date hereof with Agent and the financial institutions party thereto from time to time as lenders (the "Lenders") (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement;

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

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule I attached hereto constitute all trademarks and patents owned or registered to Grantor as of the date of this Agreement.

4. Termination. This Trademark and Patent Security Agreement shall continue in effect until the Obligations have been indefeasibly paid in full and the Loan Agreement has been terminated.

[signatures to appear on following page]

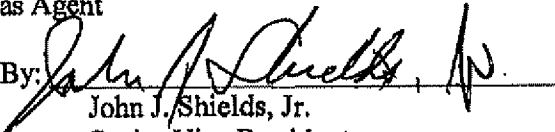
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

SPA & BATH HOLDINGS, INC.

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

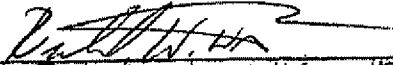
PNC BANK, NATIONAL ASSOCIATION,
as Agent

By:  _____
John J. Shields, Jr.
Senior Vice President

[SIGNATURE PAGE TO GUARANTOR TRADEMARK AND PATENT SECURITY
AGREEMENT]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

SPA & BATH HOLDINGS, INC.

By: 
Name: Richard W. Wilborn
Title: VP

Agreed and Accepted
As of the Date First Written Above


PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK AND PATENT PROPERTY
SECURITY AGREEMENT]

SCHEDULE 1

TRADEMARK REGISTRATIONS

Mark	Registration No. (Application No.)	Registration Date (Filing Date)	Status
BALBOA and Design 	(77/280,048)	(09/14/2007)	PENDING
BALBOA WATER GROUP	(77/267,139)	(08/29/2007)	PENDING

PATENT REGISTRATIONS

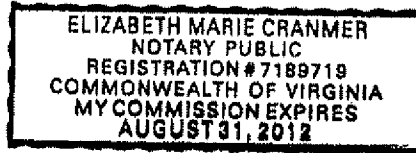
None.

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : SS
COUNTY OF :

On this 5th of Nov, 2009, before me personally appeared Richard W. Wiltshire, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Spa & Bath Holdings, Inc, a Delaware corporation; that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Elizabeth Marie Cranmer
Notary Public
My Commission Expires: 8-31-2012



(ACKNOWLEDGEMENT TO TRADEMARK AND PATENT SECURITY AGREEMENT)

POWER OF ATTORNEY

SPA & BATH HOLDINGS, INC. (the "Grantor"), hereby authorizes PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under that certain Revolving Credit and Security Agreement dated as of November 5, 2009 among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders"), Balboa Water Group, Inc., Balboa Instruments, Inc. and G-G Distribution and Development Co., Inc. (collectively, the "Borrowers" and each a "Borrower") and the Grantor, as guarantor, (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement between Grantor and Agent dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark and Patent Security Agreement"), including, without limitation, the power to record its interest in any trademarks and patents (as defined in the Trademark and Patent Security Agreement) or additional trademarks and patents in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Trademark and Patent Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks and Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and Patents to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark, patent, or copyright assignment, in each case subject to the terms of the Trademark and Patent Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

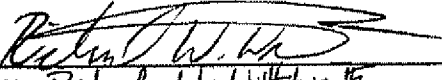
This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable for the life of the Trademark and Patent Security Agreement.

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

SPA & BATH HOLDINGS, INC.

By: 
Name: Richard W. Wittshorn
Title: VP

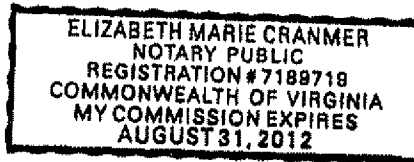
[SIGNATURE PAGE TO POWER OF ATTORNEY TO TM AND PATENT SECURITY AGREEMENT]

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : SS
COUNTY OF :

On this 5th of Nov, 2009, before me personally appeared Richard W. Wiltshire, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Spa & Bath Holdings, Inc., a Delaware corporation, that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Elizabeth Marie Cranmer
Notary Public
My Commission Expires: 8-31-2012



(ACKNOWLEDGEMENT TO POWER OF ATTORNEY TO TRADEMARK AND PATENT
SECURITY AGREEMENT)