

# 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
Latham Pool Products, Inc.		10/26/2011	CORPORATION: DELAWARE
Viking Pools, LLC		10/26/2011	LIMITED LIABILITY COMPANY: WEST VIRGINIA
Coverstar, LLC		10/26/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Administrative Agent		
Street Address:	111 W. Monroe St.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	chartered bank: CANADA		
PROPERTY NUMBERS Total: 85			
Property Type	Number	Word Mark	
Registration Number:	2648095	CRYSTITE	
Registration Number:	2636565	GEMSTONE	
Registration Number:	2636566	OPALSTONE	
Registration Number:	2665227	ACP ADVANCED COMPOSITE POOL	
Registration Number:	2537895	VIKING POOLS	
Registration Number:	2723058	VIKING POOLS	
Registration Number:	2482210	VIKING POOLS	
Registration Number:	2477933	VIKING POOLS	
Registration Number:	2661528	WWW.VIKINGPOOLS.NET	
Serial Number:	85408716	CIT CARBON INFUSED TECHNOLOGY	
Serial Number:	85408737	CRYSTAL PALACE POOLS	

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Serial Number:	85408743	EARTH FRIENDLY
Serial Number:	85408754	EXTENDED LIVING SPACES
Serial Number:	85408763	HYDRO ZONE
Serial Number:	85408769	KALEIDO-CENTER
Serial Number:	85408772	LIBERTY COMPOSITE POOLS
Serial Number:	85408782	MAPLE LEAF
Serial Number:	85408725	
Serial Number:	85408789	VIKING POOLS ALL HANDS ON BOARD
Registration Number:	2850013	TOTAL VINYL PRODUCTS
Registration Number:	2807658	TVP
Registration Number:	3081968	AQUAFLEX
Registration Number:	1071846	
Registration Number:	1142567	KAFKO
Registration Number:	1133677	PONDEX
Registration Number:	1166526	KAFKO
Registration Number:	1238929	SUPER-SKIM
Registration Number:	1253320	SUPER-SKIM
Registration Number:	1296241	PACIFIC
Registration Number:	1404795	PACIFIC
Registration Number:	1565944	SNAP-LOCK
Registration Number:	1565943	SNAP-LOCK
Registration Number:	1596448	FORT WAYNE POOLS
Registration Number:	2408045	PERFORMANCE POOL PRODUCTS
Registration Number:	2564905	NOTHING'S AS COOL AS A POOL.
Registration Number:	2445871	GRAPHEX
Registration Number:	2495496	PERFORMANCE SAFETY COVER
Registration Number:	2661136	PERFORMANCE STEPS
Registration Number:	2444031	PERFORMANCE VINYL
Registration Number:	2623428	FORT WAYNE POOLS INC.
Registration Number:	2653798	PREMIER VINYL
Registration Number:	2813097	TRILLIUM
Registration Number:	3213855	PERMALIFE POOLS
Registration Number:	3325587	PERMALIFE POOLS
Registration Number:	3265657	THE POOL OF A LIFETIME
Registration Number:	2895845	FOR REAL LIFE TIMES

	2939818	PACIFIC POOLS
Registration Number:	3459364	FORTRESS
Registration Number:	3160768	TRU-TILE
Registration Number:	3603312	PROTEX
Registration Number:	3465898	LITEPRO
Registration Number:	3552635	IPOOL
Registration Number:	3440243	BIO-SHADE
Serial Number:	85378934	INVIS-A-DRAIN
Serial Number:	85442113	LATHAM
Serial Number:	85332700	OASIS
Serial Number:	85400625	PREMIER
Serial Number:	85196805	SUREFIT
Serial Number:	85442168	TRIDENT STEEL WALL POOLS
Serial Number:	85331821	YOUR POOL PARTNER FOR LIFE
Serial Number:	85407523	KAFKO
Registration Number:	3304295	ECLIPSE
Registration Number:	3255111	COVERSTAR
Registration Number:	3343892	ULTRAGARD II
Registration Number:	3255109	EUROGARD
Registration Number:	3151358	COVERLUXE
Registration Number:	2902039	SWIMWISE
Registration Number:	3851008	DURAGARD
Registration Number:	3645923	ULTRAGARD III
Registration Number:	3985851	COVERSTAR
Serial Number:	85180392	POWERFLEX
Registration Number:	2502097	BLUE HAWAIIAN FIBERGLASS POOLS
Registration Number:	2680471	LESS UPKEEP THAN THE GRASS YOU'LL REPLACE
Registration Number:	2867503	TRILOGY
Registration Number:	2863408	TRILOGY POOLS
Registration Number:	2968423	SOLID SURFACE SPAS
Registration Number:	2968424	SOLID SURFACE POOLS
Registration Number:	3248287	TRILOGY INNOVATION. STYLE. FREEDOM.
Registration Number:	3248288	INNOVATION. STYLE. FREEDOM.
Registration Number:	3176482	WATER FEATURES YOU CAN SWIM IN
Registration Number:	3522573	FUSION

	3584620	TRILOGY COMPOSITES
Registration Number:	3589222	FUSION
Registration Number:	3659414	TRILOGY SPAS
Registration Number:	3662041	TRILOGY COMPOSITES

# CORRESPONDENCE DATA

Fax Number: (312)863-7827

Phone: 312-201-3927

Email: rebecca.silva@goldbergkohn.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Rebecca Silva, Paralegal

Address Line 1: c/o Goldberg Kohn Ltd.

Address Line 2: 55 E. Monroe St., Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	3630.116
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NAME OF SUBMITTER:	Rebecca Silva
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Signature:	/rebeccasilva/
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Date:	10/28/2011
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## Total Attachments: 7

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") dated as of October 26, 2011, among LATHAM POOL PRODUCTS, INC., a Delaware corporation ("US Borrower"), VIKING POOLS, LLC, a West Virginia, limited liability company ("Viking"), and COVERSTAR, LLC, a Delaware limited liability company ("Coverstar"); US Borrower, Viking and Coverstar are referred to herein each as a "Grantor", and collectively as the "Grantors"), in favor of BANK OF MONTREAL, as administrative agent ("Administrative Agent").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof among US Borrower, Latham Splash Canada, Inc. (together with US Borrower, the "Borrowers") the Guarantors from time to time party thereto, Administrative Agent and the lenders from time to time party thereto ("Lenders") (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Administrative Agent and Lenders have agreed to make certain loans and other financial accommodations for the benefit of Borrowers; and

WHEREAS, Administrative Agent and Lenders are willing to make the loans and other financial accommodations as provided for in the Credit Agreement on the condition, among others, that each Grantor shall have executed and delivered to Administrative Agent (a) that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among Grantors and Administrative Agent and (b) to the extent applicable, this 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 Credit Agreement. The term "Trademarks" shall mean any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 1 attached hereto, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of each Grantor's business symbolized by the foregoing or connected therewith, and (vi) all of each Grantor's rights corresponding thereto throughout the world.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Obligations, each Grantor hereby grants to Administrative Agent 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 (collectively, the "Trademark Collateral"):

(a) each Trademark listed on Schedule 1 annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

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

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

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

5. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.


6. ASSIGNMENTS. This Agreement shall create a continuing lien on and security interest in the Trademark Collateral and shall be binding upon each Grantor and its successors and assigns and shall inure to the benefit of the Administrative Agent and its successors and permitted assigns.

7. GOVERNING LAW. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of New York.


[signature page follows]

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


LATHAM POOL PRODUCTS, INC.

By:   
Name: Mark P. Laven  
Title: CEO

VIKING POOLS, LLC

By:   
Name: Mark P. Laven  
Title: CEO

COVERSTAR, LLC

By:   
Name: Mark P. Laven  
Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF MONTREAL, as Administrative Agent

By 

Name: Stephen Isaacs

Title: Managing Director

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

<b>Trademarks</b>	<b>Registration or Application #</b>	<b>Owner</b>
<b>U.S. Trademarks</b>		
CRYSTITE	2,648,095	Viking Pools, LLC
GEMSTONE	2,636,565	Viking Pools, LLC
OPALSTONE	2,636,566	Viking Pools, LLC
ACP ADVANCED COMPOSITE POOL and Design	2,665,227	Viking Pools, LLC
VIKING POOLS	2,537,895	Viking Pools, LLC
VIKING POOLS and Design	2,723,058	Viking Pools, LLC
VIKING POOLS	2,482,210	Viking Pools, LLC
VIKING POOLS and Design	2,477,933	Viking Pools, LLC
WWW.VIKINGPOOLS.NET	2,661,528	Viking Pools, LLC
CIT Carbon Infused Technology and Design	SN85/408,716	Viking Pools, LLC
Crystal Palace Pools and Design	SN85/408,737	Viking Pools, LLC
EARTH FRIENDLY and Design	SN85/408,743	Viking Pools, LLC
EXTENDED LIVING SPACES and Design	SN85/408,754	Viking Pools, LLC
HYDRO ZONE (Stylized)	SN85/408,763	Viking Pools, LLC
KALIEDO-CENTER and Design	SN85/408,769	Viking Pools, LLC
LIBERTY COMPOSITE POOLS and Design	SN85/408,772	Viking Pools, LLC
MAPLE LEAF and Design	SN85/408,782	Viking Pools, LLC
Sun and Palm Tree Design	SN85/408,725	Viking Pools, LLC
VIKING POOLS ALL HANDS ON BOARD and Design	SN85/408,789	Viking Pools, LLC
TOTAL VINYL PRODUCTS	2,850,013	Latham Pool Products, Inc.
TVP (Stylized)	2,807,658	Latham Pool Products, Inc.
AQUAFLEX	3,081,968	Latham Pool Products, Inc.
Miscellaneous (The Pacific Wave) Design	1,071,846	Latham Pool Products, Inc.
KAFKO	1,142,567	Latham Splash Canada, Inc.
PONDEX	1,133,677	Latham Splash Canada, Inc.
KAFKO and Design	1,166,526	Latham Splash Canada, Inc.
SUPER-SKIM	1,238,929	Latham Splash Canada, Inc.
SUPER-SKIM and Design	1,253,320	Latham Splash Canada, Inc.
PACIFIC	1,296,241	Latham Pool Products, Inc.
PACIFIC	1,404,795	Latham Pool Products, Inc.
SNAP-LOCK	1,565,944	Latham Splash Canada, Inc.
SNAP-LOCK and Design	1,565,943	Latham Splash Canada, Inc.
FORT WAYNE POOLS and Design	1,596,448	Latham Pool Products, Inc.
PERFORMANCE POOL PRODUCTS	2,408,045	Latham Pool Products, Inc.
NOTHING'S AS COOL AS A POOL.	2,564,905	Latham Pool Products, Inc.

GRAPHEx	2,445,871	Latham Pool Products, Inc.
PERFORMANCE SAFETY COVER	2,495,496	Latham Pool Products, Inc.
PERFORMANCE STEPS	2,661,136	Latham Pool Products, Inc.
PERFORMANCE VINYL	2,444,031	Latham Pool Products, Inc.
FORT WAYNE POOLS INC. and Design	2,623,428	Latham Pool Products, Inc.
PREMIER VINYL	2,653,798	Latham Pool Products, Inc.
TRILLIUM	2,813,097	Latham Pool Products, Inc.
PERMALIFE POOLS	3,213,855	Latham Pool Products, Inc.
PERMALIFE POOLS and Design	3,325,587	Latham Pool Products, Inc.
THE POOL OF A LIFETIME	3,265,657	Latham Pool Products, Inc.
FOR REAL LIFE TIMES	2,895,845	Latham Pool Products, Inc.
PACIFIC POOLS and Design	2,939,818	Latham Pool Products, Inc.
FORTRESS	3,459,364	Latham Pool Products, Inc.
TRU-TILE	3,160,768	Latham Pool Products, Inc.
PROTEX	3,603,312	Latham Pool Products, Inc.
LITEPRO	3,465,898	Latham Pool Products, Inc.
IPOOL	3,552,635	Latham Pool Products, Inc.
BIO-SHADE	3,440,243	Latham Pool Products, Inc.
INVIS-A-DRAIN	SN85/378,934	Latham Pool Products, Inc.
LATHAM	SN85/442,113	Latham Pool Products, Inc.
OASIS	SN85/332,700	Latham Pool Products, Inc.
PREMIER	SN85/400,625	Latham Pool Products, Inc.
SUREFIT	SN85/196,805	Latham Pool Products, Inc.
TRIDENT STEEL WALL POOLS	SN85/442,168	Latham Pool Products, Inc.
YOUR POOL PARTNER FOR LIFE	SN85/331,821	Latham Pool Products, Inc.
KAFKO and Design	SN85/407,523	Latham Pool Products, Inc.
ECLIPSE	3,304,295	Latham Pool Products, Inc.
COVERSTAR AND DESIGN	3,255,111	Latham Pool Products, Inc.
ULTRAGARD II	3,343,892	Latham Pool Products, Inc.
EUROGARD	3,255,109	Latham Pool Products, Inc.
COVERLUXE	3,151,358	Latham Pool Products, Inc.
SWIMWISE	2,902,039	Latham Pool Products, Inc.
DURAGARD	3851008	Latham Pool Products, Inc.
ULTRAGARD III	3,645,923	Latham Pool Products, Inc.
COVERSTAR	3,985,851	Latham Pool Products, Inc.
POWERFLEX	SN85/180,392	Latham Pool Products, Inc.
BLUE HAWAIIAN FIBERGLASS POOLS	2,502,097	Viking Pools, LLC
LESS UPKEEP THAN THE GRASS		
YOU'LL REPLACE	2,680,471	Viking Pools, LLC*
TRILOGY	2,867,503	Viking Pools, LLC*
TRILOGY POOLS	2,863,408	Viking Pools, LLC*
SOLID SURFACE SPAS	2,968,423	Viking Pools, LLC*
SOLID SURFACE POOLS	2,968,424	Viking Pools, LLC*
TRILOGY INNOVATION. STYLE.		Viking Pools, LLC*
FREEDOM.	3,248,287	
INNOVATION.STYLE.FREEDOM	3,248,288	Viking Pools, LLC*
WATER FEATURES YOU CAN SWIM IN	3,176,482	Viking Pools, LLC*
FUSION	3,522,573	Viking Pools, LLC*

TRILOGY COMPOSITES	3,584,620	Viking Pools, LLC*
FUSION	3,589,222	Viking Pools, LLC*
TRILOGY SPAS	3,659,414	Viking Pools, LLC*
TRILOGY COMPOSITES	3,662,041	Viking Pools, LLC*

**Canadian Trademarks (Registered)**

TOTAL VINYL PRODUCTS	TMA592297	Latham Pool Products, Inc.
TVP (Stylized)	TMA574406	Latham Pool Products, Inc.
AQUAFLEX	TMA672530	Latham Pool Products, Inc.
PACIFIC POOLS	TMA205024	Latham Pool Products, Inc.
ProTex	TMA754643	Latham Pool Products, Inc.
LitePro	TMA740515	Latham Pool Products, Inc.
Bio-Shade	TMA768201	Latham Pool Products, Inc.
iPool	TMA781,027	Latham Pool Products, Inc.

**U. S. Trademarks-Pending**

Sun and Palm Tree Design	TA-1107059	Viking Pools
Crystal Palace Pools and Design	TA-1107060	Viking Pools
Earth Friendly and Design	TA-1107061	Viking Pools
Extending Living Spaces	TA-1107062	Viking Pools
Hydro Zone	TA-1107063	Viking Pools
Kaleido-Center and Design	TA-1107064	Viking Pools
Liberty Composite Pools and Design	TA-1107054	Viking Pools
Maple Leaf	TA-1107066	Viking Pools
Viking Pools All Hands on Deck	TA-1107067	Viking Pools

\*Transferred from Trilogy Pools, LLC to Viking Pools, LLC pursuant to an Asset Purchase Agreement dated as of October 11, 2011.