

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
NEPTUNE-BENSON, LLC		12/30/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	MARANON CAPITAL, L.P., as Agent (Credit Agreement)		
Street Address:	One North Franklin Street		
Internal Address:	Suite 2700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2123164	G	
Registration Number:	2203478	GRATE TECHNOLOGIES	
Registration Number:	2123356	FAST POOLS START AT THE SURFACE	
Registration Number:	2635643	G DRAIN THE DECK	
Registration Number:	3944612	SUPERGRIP	
Registration Number:	3659823	HYDROMASTER	
Registration Number:	3662430	QUIET-FLOW	
Registration Number:	3662431	LAWSON AQUATICS	
Registration Number:	3634776	DRAIN THE DECK	
CORRESPONDENCE DATA			
Fax Number:	(617)526-9899		
Phone:	6175269628		
Email:	cslattery@proskauer.com		

CH \$240.00 2123164

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

Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	51104/003
NAME OF SUBMITTER:	Christine Slattery
Signature:	/Christine Slattery/
Date:	01/05/2012

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30th day of December, 2011, between the Grantor listed on the signature pages hereof (the "Grantor"), and MARANON CAPITAL, L.P., a Delaware limited partnership, in its capacity as Agent for the Lenders (together with its successors, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of July 18, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among NEPTUNE-BENSON, LLC, a Delaware limited liability company (the "Borrower"), the other Credit Parties party thereto, the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lenders have made certain financial accommodations available to Borrower pursuant to the terms and conditions thereof;

WHEREAS, in connection therewith, the Credit Parties executed and delivered to Agent, for the benefit of Lenders, that certain Security Agreement dated as of July 18, 2011 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the 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, 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 Security Agreement or the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of 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) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
 - (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;
 - (c) all reissues, continuations or extensions of the foregoing;
 - (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
 - (e) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any

Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Security Agreement. 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so

transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[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.

NEPTUNE-BENSON, LLC,
a Delaware limited liability company, as Grantor

By: 

Name: Barry Gertz

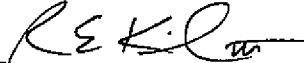
Title: President

Signature Page to Trademark Security Agreement
(Senior)

TRADEMARK
REEL: 004692 FRAME: 0806

ACCEPTED AND ACKNOWLEDGED BY:

MARANON CAPITAL, L.P.,
as Agent

By: 
Name: ROBERT E. KIMURA III
Title: MARANON DIRECTOR



Signature Page to Trademark Security Agreement
(Senior)

TRADEMARK
REEL: 004692 FRAME: 0807


SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademarks

Trademark	Registration No. / Class	Status	Jurisdiction
QUIETFLOW	3,662,430	Registered	U.S.
HYDROMASTER	3,659,823	Registered	U.S.
DRAIN THE DECK	3,634,776	Registered	U.S.
 DRAIN THE DECK	2,635,643	Registered	U.S.
SUPERGRIP	3,944,612	Registered	U.S.
	5801653	Registered	China
GRATE TECHNOLOGIES	5801654	Registered	China

Service Marks

Service Marks	Registration No. / Class	Status	Jurisdiction
GRATE TECHNOLOGIES	2,203,478	Registered	U.S.
HYDROMASTER	3,659,823	Registered	U.S.
LAWSON AQUATICS	3,662,431	Registered	U.S.
	2,123,164	Expired	U.S.
FAST POOLS START AT THE SURFACE	2,123,356	Expired	U.S.