

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	HW Receivables Lender, LLC		01/12/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA				
Name:	HW Int'l Pool/SPA/Patio Expo, LLC			
Street Address:	One Thomas Circle N.W.			
City:	Washington			
State/Country:	DISTRICT OF COLUMBIA			
Postal Code:	20005			
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE			
PROPERTY NUMBERS Total: 1				
	Property Type	Number	Word Mark	
	Registration Number:	3286035	INTERNATIONAL POOL & SPA EXPO	
CORRESPONDENCE DATA				
Fax Number:	(312)993-9767			
Phone:	312-993-2698			
Email:	magdalini.rizakos@lw.com			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Correspondent Name:	Magdalini Rizakos c/o Latham & Watkins			
Address Line 1:	233 South Wacker Drive, Suite 5800			
Address Line 4:	Chicago, ILLINOIS 60606			
NAME OF SUBMITTER:	Magdalini Rizakos			
Signature:	/mrl			
Date:	01/13/2012			
Total Attachments: 3 source=Release of Trademarks#page1.tif source=Release of Trademarks#page2.tif source=Release of Trademarks#page3.tif				

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RELEASE OF TRADEMARK SECURITY INTEREST

This Release of Trademark Security Interest (this “**Release**”) is dated as of January 12, 2012, and entered into by **HW RECEIVABLES LENDER, LLC**, a Delaware limited liability company, as secured party (“**Secured Party**”), in favor of **HW INT’L POOL/SPA/PATIO EXPO, LLC**, a Delaware limited liability company, as grantor (“**Grantor**”), and its successors and assigns. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Security Agreement (defined below).

WHEREAS, reference is made to (i) that certain Loan and Security Agreement dated as of November 2, 2010 (as amended from time to time, the “**Loan Agreement**”) by and between Secured Party, as lender, and Grantor, as borrower; and (ii) that certain Trademark Collateral Agreement dated as of November 2, 2010, between Secured Party and Grantor (as amended from time to time, the “**Security Agreement**”).

WHEREAS, pursuant to the Security Agreement, Grantor granted security interests in the Trademark Collateral (defined below) to Secured Party.

WHEREAS, the Security Agreement was duly recorded with the United States Patent and Trademark Office on January 5, 2011 at Trademark Reel 4447, Frame 0080.

WHEREAS, Secured Party now desires to terminate and release its security interest in and lien on the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby terminates, releases, and discharges fully its security interest in and lien on the Trademark Collateral as granted pursuant to the Security Agreement, and Secured Party reconveys, transfers, and assigns to Grantor and its successors and assigns any rights Secured Party may have in the Trademark Collateral pursuant to or in connection with the Security Agreement.

For purposes of this Release, “**Trademark Collateral**” means any and all right, title, and interest of Grantor and its successors and assigns in and to the following, in each case whether now or hereafter existing, whether now owned or hereafter acquired and wherever the same may be located:

- (a) all of its trademark registrations set forth in Schedule A hereto (the “**Trademarks**”);
- (b) all goodwill of the business associated with the Trademarks; and
- (c) all products and proceeds of the Trademarks, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any intellectual property license, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark or (iii) right to receive license fees, royalties and other compensation under any intellectual property license.

IN WITNESS WHEREOF, Secured Party has caused this Release of Trademark Security Interest to be duly executed and delivered by its duly authorized representative as of the date first above written.

HW RECEIVABLES LENDER, LLC, a
Delaware limited liability company

By: J.P. Morgan Partners, LLC, its Member
Manager

By: CCMP Capital Advisors, LLC, its
Attorney-in-Fact

By: 
Name: Kevin O'Brien
Title: Managing Director

**SCHEDULE A
TO
RELEASE OF TRADEMARK SECURITY INTEREST**

U.S. TRADEMARKS

Trademark	Registration Number	Registration Date
International Pool & Spa Expo	3286035	August 28, 2007