

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
	Cortz, Inc.		01/19/2012	CORPORATION: ILLINOIS
	In the Swim (A D/B/A name of Cortz, Inc.)		01/19/2012	dba: ILLINOIS
RECEIVING PARTY DATA				
Name:	Madison Capital Funding LLC, as Agent			
Street Address:	30 South Wacker Drive			
Internal Address:	Suite 3700			
City:	Chicago			
State/Country:	ILLINOIS			
Postal Code:	60606			
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE			
PROPERTY NUMBERS Total: 1				
	Property Type	Number	Word Mark	
	Serial Number:	85490931	INSTANT LIQUID CHLORINE	
CORRESPONDENCE DATA				
Fax Number:	(312)863-7827			
Phone:	312-201-3927			
Email:	rebecca.silva@goldbergkohn.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:	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:	4975.153			
NAME OF SUBMITTER:	Rebecca Silva			

OP \$40.00 85490931

TRADEMARK

Signature:	/rebeccasilva/
Date:	02/02/2012
Total Attachments: 5 source=CORTZ TMSA#page1.tif source=CORTZ TMSA#page2.tif source=CORTZ TMSA#page3.tif source=CORTZ TMSA#page4.tif source=CORTZ TMSA#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 19, 2012, by the undersigned (individually "Grantor" and collectively "Grantors"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of March 31, 2008 by and among CORTZ, INC., an Illinois corporation, as Borrower, SPP Holding Corporation, a Delaware corporation ("Subsidiary"), Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of certain affiliates of Grantors;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, each Grantor is required to execute and deliver to Agent, each for itself and the ratable 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, 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 Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, on behalf of itself and Lenders, 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 (exclusive of any "intent-to-use" Trademarks to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark under applicable federal law) (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark, or (ii) injury to the goodwill associated with any such Trademark.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Each 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[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.

CORTZ, INC., an Illinois corporation

By: 
Title: Chief Financial Officer

IN THE SWIM (A D/B/A NAME OF CORTZ, INC.)

By: 
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By: _____
Title: _____

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.

CORTZ, INC., an Illinois corporation


By: _____
Title: Chief Financial Officer

IN THE SWIM (A D/B/A NAME OF CORTZ, INC.)

By: _____
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By:  _____
Title: SENIOR VICE PRESIDENT

**SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK APPLICATIONS

Mark	Serial Number	Date
INSTANT LIQUID CHLORINE	85490931	12/08/2011