

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

ING Bank N.V.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other Bank

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) February 29, 2012

- Assignment Merger
 Security Agreement Change of Name
 Other Partial Release of US Interests

2. Name and address of receiving party(ies)

- Yes
 No

Additional names, addresses, or citizenship attached?

Name: Zodiac International SAS

Internal

Address: _____

Street Address: 2 rue Maurice Mallet

City: Issy les Moulineaux

State: _____

Country: France Zip: 92137 Cendex

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____

Other Company Citizenship France

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
See attached Schedule 1.

B. Trademark Registration No.(s)
See attached Schedule 1.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
See attached Schedule 1.

6. Name & address of party to whom correspondence concerning document should be mailed:

Name: Yahayra Reyes

Internal Address: Linksters LLP

Street Address: 1345 Avenue of the Americas

City: New York

State: NY Zip: 10105

Phone Number: 212-903-9423

Fax Number: 212-903-9100

Email Address: yahayra.reyes@linksters.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$45.00

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 1640
Expiration Date 10/13

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Yahayra Reyes
Signature

March 1, 2012

Date

Yahayra Reyes
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

OP \$65.00 316903

**SCHEDULE 1
RELEASED IP COLLATERAL**

Trademarks

Grantor	Mark	Reg. No. or Appln. No.	Registration Date
Zodiac International SAS	SEA RIB	3,169,039	November 7, 2006
	FC-470	3,086,169	April 25, 2006

Partial Release of Intellectual Property Security Agreements

This Partial Release is executed as of February 29, 2012, by ING BANK N.V., as security agent for the Senior Finance Parties (the "**Security Agent**"), for the benefit of Zodiac International SAS, a company organized under the laws of France ("ZI"), and with the concurrence of Zodiac European Pools SAS, a company organized under the laws of France ("ZEP", and together with ZI, each a "**Grantor**" and collectively the "**Grantors**").

WITNESSETH:

WHEREAS, pursuant to an Intellectual Property Security Agreement dated as of September 27, 2007 (the "**IPSA**") between the Grantors and the Security Agent, which IPSA was recorded in the U.S. Patent and Trademark Office (the "**Office**") on October 2, 2007, at Reel 3632, Frame 0390, ZI has granted a security interest in its right, title and interest in and to the intellectual property listed in Schedule 1 and any rights in relation thereto (the "**Intellectual Property**") to the Security Agent, for the benefit of the Senior Finance Parties. Any capitalized term used but not otherwise defined herein shall have the meaning assigned to such term in the IPSA.

WHEREAS, in connection with a "Permitted Disposal" (as defined in the Senior Facilities Agreement) of certain Intellectual Property Collateral (as described on Schedule 1 hereto, the "Released IP Collateral"), the Security Agent agrees to release the security interests created under the IPSA in the Released IP Collateral, on the terms and conditions set forth in that certain Partial Release of US Security Interests dated as of the date hereof, between the Security Agent and the Grantors.

NOW, THEREFORE, in consideration of the foregoing and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, (a) the Security Agent, acting on behalf of the Senior Finance Parties, hereby releases the security interests over the Released IP Collateral created by the IPSA, and (b) each Grantor confirms, for the avoidance of doubt, that the security interest in the Intellectual Property Collateral (other than the Released IP Collateral) granted by it to the Security Agent (for its benefit and the benefit of the Senior Finance Parties) as security for the Secured Obligations shall apply to its obligations under the Senior Facilities Agreement and the Intercreditor Deed and shall secure all present and future Secured Obligations which are or will be owing thereunder. The provisions of the IPSA shall, save as modified by this Agreement, continue in full force and effect.

This Partial Release shall be governed by and construed in accordance with the laws of the State of New York (including, without limitation, Section 5-1401 of the General Obligations Law of the State of New York), without regard to conflict of laws principles that would require application of another law. This Release will be binding upon and inure to the benefit of each party and its successors and assigns.


[Signature page follows.]

ING BANK N.V., as Security Agent

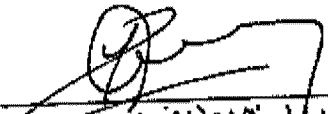
By _____
Name:
Title:

Acknowledged and agreed by:

ZODIAC INTERNATIONAL SAS, as Grantor

By 
Name: DOMINIONI Yves
Title: PRESIDENT

ZODIAC EUROPEAN POOLS SAS., as Grantor

By 
Name: DOMINIONI Yves
Title: PRESIDENT