

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THERMOSPAS HOT TUB PRODUCTS, INC.		08/15/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent		
Street Address:	11 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	BANK: SWITZERLAND		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3816547	THERMOSPAS	
Registration Number:	3750292	THERMO COOL	
Serial Number:	78937686	ENDUROWOOD	
Registration Number:	3269414	TOTAL CONTROL THERAPY	
Registration Number:	2955833	THE HEALING SPA	
Registration Number:	2921027	SPA EASE	
Serial Number:	76132831	THERMOSPAS	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	301-638-0511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		

OP \$190.00 3816547

Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER: 38082

NAME OF SUBMITTER: Penelope J.A. Agodoa

Signature: /pja/

Date: 08/21/2012

Total Attachments: 9
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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):

THERMOSPAS HOT TUB PRODUCTS, INC.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: DELAWARE
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) AUGUST 15, 2012

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent

Internal

Address: _____

Street Address: 11 MADISON AVENUE

City: NEW YORK

State: NY

Country: USA Zip: 10010

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other BANK Citizenship SWITZERLAND

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)
PLEASE SEE ATTACHED SCHEDULE

B. Trademark Registration No.(s)
PLEASE SEE ATTACHED SCHEDULE

Additional sheet(s) attached? ☒ Yes ☐ No

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

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

Name: IP Research Plus

Internal Address: _____

Attn: Penelope J.A. Agodoa

Street Address: _____

21 Tadcaster Circle

City: Waldorf

State: MD Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

6. Total number of applications and registrations involved:

8

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

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

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Signature

DongHwa Kim

Name of Person Signing

August 15, 2012

Date

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

9

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 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004847 FRAME: 0025

FIRST LIEN PATENT AND TRADEMARK SECURITY AGREEMENT dated as of August 15, 2012 (this "**Agreement**"), among THERMOSPAS HOT TUB PRODUCTS, INC. (the "**Grantor**") and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (f/k/a CREDIT SUISSE), as administrative agent for the Lenders (in such capacity, the "**Administrative Agent**").

Reference is made to (a) the Guarantee and Collateral Agreement dated as of February 7, 2007 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "**Security Agreement**"), among Bath Holding Corp., a Delaware corporation ("**Holdings**"), Bath Acquisition Corp., a Delaware corporation (the "**Borrower**"), the subsidiaries of the Borrower from time to time party thereto (the "**Subsidiary Parties**") and the Administrative Agent and (b) the Credit Agreement dated as of February 7, 2007 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "**Credit Agreement**"), among Holdings, the Borrower, the lenders from time to time party thereto (the "**Lenders**"), the Administrative Agent and the other financial institutions named therein.

WHEREAS, the Lenders have extended credit to the Borrower under the Credit Agreement and as consideration for credit previously extended to the Borrower, the Grantor has become a party to the Security Agreement;

WHEREAS, under the terms of the Security Agreement, the Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantor to the Administrative Agent for the ratable benefit of the Secured Parties, and has agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities;

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

SECTION 1.01. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01 of the Security Agreement also apply to this Agreement.

SECTION 1.02. **Grant of Security Interest in the Patent Collateral.** As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Patent Collateral**");

(a) all letters patent of the United States or the equivalent thereof in any other country or jurisdiction, including those listed on Schedule I, and all applications for letters patent of the United States or the equivalent thereof in any other country or jurisdiction, including those listed on Schedule I;

(b) all provisionals, reissues, extensions, continuations, divisions, continuations-in-part, reexaminations or revisions thereof, and the inventions disclosed or claimed therein, including the right to make, use, import and/or sell the inventions disclosed or claimed therein;

(c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and

(d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 1.03. ***Grant of Security Interest in the Trademark Collateral.***

As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “***Trademark Collateral***”):

(a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof (except for “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I (the “***Trademarks***”);

(b) all goodwill associated with or symbolized by the Trademarks;

(c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and

(d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 1.04. ***Security Agreement.*** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent Collateral and the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 1.05. ***ABL/Term Loan Intercreditor Agreement Governs.*** REFERENCE IS MADE TO THE ABL/TERM LOAN INTERCREDITOR AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, THIS AGREEMENT, THE LIENS CREATED HEREBY AND THE RIGHTS, REMEDIES, DUTIES AND OBLIGATIONS PROVIDED FOR HEREIN ARE SUBJECT IN ALL RESPECTS TO THE PROVISIONS OF THE ABL/TERM LOAN INTERCREDITOR AGREEMENT AND, TO THE EXTENT PROVIDED THEREIN, THE APPLICABLE SENIOR SECURED OBLIGATIONS SECURITY DOCUMENTS (AS DEFINED IN THE ABL TERM/LOAN INTERCREDITOR AGREEMENT). IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THIS AGREEMENT AND THE ABL/TERM LOAN INTERCREDITOR AGREEMENT, THE PROVISIONS OF THE ABL/TERM LOAN INTERCREDITOR AGREEMENT SHALL CONTROL.

SECTION 1.06. ***Choice of Law.*** THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

THERMOSPAS HOT TUB PRODUCTS,
INC.,

by

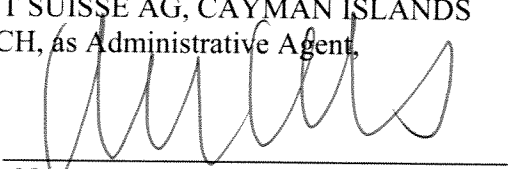


Name: *Anthony Cavallo*
Title: *V.P.*

[[3363042]]

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Administrative Agent,

by



Name:

Title:

ROBERT HETU
MANAGING DIRECTOR

by



Name:

Title:

Alex Verdone
Associate

Schedule I

[To be attached.]

Patents

#	Patent No.	App. No.	Pub. No.	Title of Invention	Country
1	N/A	12/100,589	US 2009-0255048 A1	HOT TUB AND STRADDLE CHAIR APPARATUS	US
2	5333324	07/972,943		HYDROTHERAPY HOT TUB STRUCTURE FOR NECK AND SHOULDER MASSAGE	US
3	N/A	12/020,868	US 2009-0188034 A1	INTEGRATED HOT TUB, SPA, OR POOL AND FRAME AND METHOD OF INGROUND INSTALLATION	US
4	7,712,913	12/035,842	US 2009-0213590 A1	LIGHTED PANEL SYSTEM FOR HOT TUB, SPA, OR POOL INSTALLATION	US
5	7306718	10/992,449	US 2006-0102539 A1	SKIMMER WITH FLEXIBLE WEIR GATE FOR SPAS AND POOLS	US
6	7255786	10/992,578	US 2006-0102540 A1	SKIMMER WITH ROTATABLE FILTER CARTRIDGE FOR SPAS AND POOLS	US
7	7220353	11/098,092	US 2006-0102541 A1	SKIMMER WITH ROTATABLE FILTER CARTRIDGE FOR SPAS AND POOLS	US
8	6175970	09/394,849		TOWEL WARMING SYSTEM FOR SPA TUB	US
9		11/379,859	US 2007-0079436 A1	SPA HEATING AND COOLING SYSTEM	US
10		11/733,285	US 2007-0241098 A1	CLOCK TIMER FOR A SPA SYSTEM	US
11		11/733,307	US 2007-01806606 A1	RETROFIT HEATING SYSTEM FOR SPA	US
12		11/733,380	US 2007-0180607 A1	TEMPERATURE STABILIZED HEATING SYSTEM FOR SPA	US
13		60/596,648		TEMPERATURE CONTROL SYSTEM FOR HOT TUBS (HOT SPAS)	US

Trademarks

#	Trademark	Country	Reg. No.	Reg. Date
1	THERMOSPAS	US	3816547	7/13/2010
2	THERMO COOL (Stylized)	US	3750292	2/16/2010
3	ENDUROWOOD	US	Serial No.: 78937686	
4	TOTAL CONTROL THERAPY	US	3269414	7/24/2007
5	THE HEALING SPA	US	2955833	5/24/2005
6	THERMOEASE	US		
7	SPA EASE (WITH DESIGN)	US	2921027	1/25/2005
8	THERMOSPAS	US	Serial No. 76132831	