

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
Zodiac of North America, Inc.		10/23/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ING Bank N.V., London Branch		
Street Address:	60 London Wall		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2M 5TQ		
Entity Type:	Bank: NETHERLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2958215	HOMEGUARD	
CORRESPONDENCE DATA			
Fax Number:	6088247075		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	1-800-927-9801		
Email:	adinu@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	8040 Excelsior Drive		
Address Line 4:	Madison, WISCONSIN 53717		
ATTORNEY DOCKET NUMBER:	414222-05		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

CH \$40.00 2958215

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Adriana Dinu

Signature:

/ad/

Date:

11/07/2012

Total Attachments: 10

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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):

Zodiac of North America, Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: ING Bank N.V., London Branch

Internal

Address: _____

Street Address: 60 London Wall

City: London

State: _____

Country: United Kingdom Zip: EC2M 5TQ

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

Other Bank Citizenship Netherlands

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)

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

Execution Date(s) October 23, 2012

- Assignment Merger
 Security Agreement Change of Name
 Other _____

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

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

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

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: Yahayra Reyes

Internal Address: c/o Linklaters LLP

Street Address: 1345 Avenue of the Americas

City: New York

State: New York Zip: 10105

Phone Number: 212-903-9423

Fax Number: 212-903-9100

Email Address: yahayra.reyes@linklaters.com

6. Total number of applications and registrations involved:

1

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

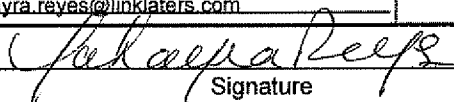
- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:


Signature

November 6, 2012

Date

Yahayra Reyes

Name of Person Signing

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

10

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

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 23, 2012, among ZODIAC OF NORTH AMERICA, INC. and each Additional Grantor listed on the signature pages hereto (all of the foregoing, each a "**Grantor**" and collectively, the "**Grantors**") and ING BANK N.V., as security agent for the Secured Parties (as defined in the Senior Facilities Agreement referred to below) (herein in such capacity, the "**Security Agent**").

RECITALS

- (A) Zodiac Marine Holding ("**Parent**"), Zodiac Marine & Pool (the "**Company**"), and certain subsidiaries of the Company, including the Grantors, as Borrowers and/or Guarantors, have entered into a Senior Facilities Agreement, dated July 3, 2007 (as amended, restated, supplemented or otherwise modified, the "**Senior Facilities Agreement**"), with, amongst others, ING Bank N.V., as Mandated Lead Arranger and Bookrunner, the financial institutions party thereto as lenders (the "**Senior Lenders**"), ING Bank, N.V., as Agent for the Lenders (in such capacity, the "**Senior Agent**") and as Issuing Bank (in such capacity, the "**Issuing Bank**"), and the Security Agent.
- (B) Parent, the Company and certain subsidiaries of the Company, including the Grantors, as Borrowers and/or Guarantors, have entered into a Mezzanine Facility Agreement dated July 3, 2007 (as amended, restated, supplemented or otherwise modified, the "**Mezzanine Facility Agreement**" and together with the Senior Facilities Agreement, each a "**Facility Agreement**" and collectively, the "**Facility Agreements**"), with, amongst others, ING Bank N.V., as Mandated Lead Arranger and Bookrunner, the financial institutions party thereto as lenders (the "**Mezzanine Lenders**"), ING Bank, N.V., as Agent for the Lenders (in such capacity, the "**Mezzanine Agent**"), and the Security Agent.
- (C) Parent, the Company and certain subsidiaries of the Company, including the Grantors, and certain other parties thereto have entered into an Intercreditor Deed dated July 3, 2007 (as amended, restated, supplemented or otherwise modified, the "**Intercreditor Deed**"), with, amongst others, the Senior Agent, the Mezzanine Agent, the Security Agent, the Issuing Bank, the Senior Lenders and the Mezzanine Lenders.
- (D) The Grantors are party to a Pledge and Security Agreement, dated as of September 27, 2007, in favor of the Security Agent (as amended, restated, supplemented or otherwise modified, the "**Pledge and Security Agreement**"), pursuant to which the Grantors are required to execute and deliver this Agreement.
- (E) In consideration of the mutual conditions and agreements set forth in the Facility Agreements, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2 Grant of Security Interest in Intellectual Property Collateral

- (A) As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all First Lien Secured Obligations, each Grantor hereby pledges, assigns, transfers and grants to the Security Agent, for its benefit and for the benefit of the Senior Finance Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.
- (B) As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Second Lien Secured Obligations, each Grantor hereby pledges, assigns, transfers and grants to the Security Agent, for its benefit and for the benefit of the Facility D Lenders, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.
- (C) As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Third Lien Secured Obligations, each Grantor hereby pledges, assigns, transfers and grants to the Security Agent, for its benefit and for the benefit of the Mezzanine Finance Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

"Intellectual Property Collateral" means each Grantor's right, title and interest in, to and under

- (a) all Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule I hereto,
- (b) all Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto and
- (c) all Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule III hereto;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;
- (e) all reissues, continuations or extensions of the foregoing; and
- (f) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any (x) Copyright or Copyright

Licensed under any Copyright License, (y) Trademark or Trademark licensed under any Trademark License or (z) Patent or Patent licensed under any Patent License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

SECTION 3 Separate and Distinct Grants of Security

Notwithstanding anything to the contrary contained in this Agreement, each Grantor and the Security Agent (on behalf of the Secured Parties) acknowledge and agree that the Security Interests granted pursuant to this Agreement to the Security Agent (a) for the benefit of the Senior Finance Parties and securing the First Lien Secured Obligations, shall be junior to no other Security Interests, (b) for the benefit of the Facility D Lenders and securing the Second Lien Secured Obligations, shall be junior only to the Security Interest described in clause (a) above, and (c) for the benefit of the Mezzanine Finance Parties and securing the Third Lien Secured Obligations, shall be junior only to the Security Interests described in clauses (a) and (b) above; *provided* that each such Security Interest may be junior to any Permitted Security. The Security Interests granted to the Security Agent and all other rights and benefits afforded hereunder to the Finance Parties are expressly subject to the terms and conditions of Intercreditor Deed. The grants of security hereunder constitute three separate and distinct grants of security: (1) the Security Interest in the Intellectual Property Collateral granted to the Senior Finance Parties securing the First Lien Secured Obligations, (2) the Security Interest in the Intellectual Property Collateral granted to the Facility D Lenders securing the Second Lien Secured Obligations, and (3) the Security Interest in the Intellectual Property Collateral granted to the Mezzanine Finance Parties securing the Third Lien Secured Obligations, and each such Security Interest shall constitute a Security Interest separate and apart (and of a different class and claim) from each other Security Interest.

SECTION 4 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event shall the Intellectual Property Collateral include and no Grantor shall be deemed to have granted a Security Interest in, any of its right, title or interest (i) in any Intellectual Property Collateral if the grant of such Security Interest shall constitute or result in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein or (ii) in any license, contract or agreement to which such Grantor is a party or any of its rights or interests thereunder, to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement, or otherwise, result in a breach or termination of the terms of, or constitute a default under or termination of any such license, contract or agreement; *provided* that each Grantor agrees to use all reasonable efforts to obtain all requisite consents to enable such Grantor to provide a Security Interest in such asset if such asset is material and the Parent determines that such endeavors will not involve placing commercial relationships with third parties in jeopardy and, in any event, immediately upon the ineffectiveness, lapse or termination of any such provision, the Intellectual Property Collateral shall include, and such Grantor shall be deemed to have granted a Security Interest in, all such rights and interests as if such provision had never been in effect.

SECTION 5 Pledge and Security Agreement

The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to the Security Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interests granted by them in the Intellectual Property

Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 6 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, INCLUDING WITHOUT LIMITATION, SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW BUT EXCLUDING ANY OTHER CONFLICT OF LAW RULES.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ZODIAC OF NORTH AMERICA, INC.

By: 

Name: Mark Cortell

Title: Chief Legal and Administrative Officer

ACCEPTED AND AGREED:

ING BANK N.V., as Security Agent

By _____

Name:

Title:


IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

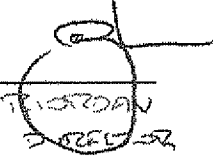
ZODIAC OF NORTH AMERICA, INC.

By: _____
Name:
Title:

ACCEPTED AND AGREED:

ING BANK N.V., as Security Agent

By  _____
Name: MATTIN JORDAN
Title: MANAGING DIRECTOR

 _____
Name: CRAIG BAKER
Title: VICE PRESIDENT

SCHEDULE I

COPYRIGHT REGISTRATIONS

(A) REGISTERED COPYRIGHTS AND COPYRIGHT APPLICATIONS

<u>Title</u>	<u>Copyright Reg. No.</u>	<u>Date</u>
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None

(B) COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date</u>
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None

SCHEDULE II

PATENT REGISTRATIONS

(C) REGISTERED PATENT AND PATENT APPLICATIONS

Title _____ Copyright Reg. No. _____ Date _____

None

(D) PATENT LICENSES

Name of Agreement _____ Parties _____ Date _____

None.

SCHEDULE III

TRADEMARK REGISTRATIONS

(E) REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Grantor	Mark	Reg. No. or Appln. No.	Date
Zodiac of North America, Inc.	HOMEGUARD	2958215	May 31, 2005

(F) TRADEMARK LICENSES

Name of Agreement Parties Date

None.