

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 International SAS		09/27/2007	Societe Par Actions Simplifiee Unipersonnelle: FRANCE
RECEIVING PARTY DATA			
Name:	ING BANK N.V.		
Street Address:	60 London Wall		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2M 5TQ		
Entity Type:	Bank: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3494344	ZODIAC	
CORRESPONDENCE DATA			
Fax Number:	9498519348		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	949-851-0633		
Email:	OCIPdocketing@mwe.com		
Correspondent Name:	Lynne Boisineau - McDermott Will & Emery		
Address Line 1:	4 Park Plaza, Suite 1700		
Address Line 4:	Irvine, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	088114-XXXX (086836-0810)		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			

CH \$40.00 3494344

Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Lynne M.J. Boisineau

Signature:

/lynne m.j. boisineau/

Date:

03/19/2013

Total Attachments: 14

source=Security Agreement to Record for 3494344#page1.tif
source=Security Agreement to Record for 3494344#page2.tif
source=Security Agreement to Record for 3494344#page3.tif
source=Security Agreement to Record for 3494344#page4.tif
source=Security Agreement to Record for 3494344#page5.tif
source=Security Agreement to Record for 3494344#page6.tif
source=Security Agreement to Record for 3494344#page7.tif
source=Security Agreement to Record for 3494344#page8.tif
source=Security Agreement to Record for 3494344#page9.tif
source=Security Agreement to Record for 3494344#page10.tif
source=Security Agreement to Record for 3494344#page11.tif
source=Security Agreement to Record for 3494344#page12.tif
source=Security Agreement to Record for 3494344#page13.tif
source=Security Agreement to Record for 3494344#page14.tif

SHORT-FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

SHORT-FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 27, 2007, among Zodiac European Pools SAS, a *société par actions simplifiée* organized under French law with a share capital of 4,100,000. euros, having its registered offices at 2 rue Maurice Mallet 92130 Issy Les Moulineaux et immatriculée au registre du commerce et des sociétés de Nanterre and incorporated in France with number 324 348 077, Zodiac International SAS, a *société par actions simplifiée unipersonnelle* organized under French law, having a share capital of € 18,000,000 whose registered office is at 2, rue Maurice Mallet, 92130 Issy les Moulineaux, France and with registration number 729 800 839 RCS Nanterre, 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 Senior Finance Parties (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 and restated pursuant to an amendment agreement dated August 3, 2007 and an amendment agreement dated on or about September 26, 2007 (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, and certain other parties thereto have entered into an Intercreditor Deed dated July 3, 2007, as amended and restated pursuant to an amendment agreement dated August 3, 2007 (the "Intercreditor Deed"), with, amongst others, the Senior Agent, the Mezzanine Agent (as defined therein), the Security Agent, the Issuing Bank, the Senior Lenders and the Mezzanine Lenders (as defined therein).
- (C) The Grantors are party to an Intellectual Property Security Agreement, dated September 27, 2007, in favor of the Security Agent (the "Intellectual Property Security Agreement"), pursuant to which the Grantors are required to execute and deliver this Agreement.
- (D) In consideration of the mutual conditions and agreements set forth in the Senior Facilities Agreement, the Intellectual Property 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 Intellectual Property Security Agreement and used herein have the meaning given to them in the Intellectual Property Security Agreement.

SECTION 2 Grant of Security Interest in Intellectual Property Collateral

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 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.

“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, and all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;
- (d) all reissues, continuations or extensions of the foregoing; and
- (e) 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 Priority

Notwithstanding anything to the contrary contained in this Agreement, each Grantor and the Security Agent (on behalf of the Senior Finance Parties) acknowledge and agree that the Security Interest granted pursuant to this Agreement to the Security Agent for the benefit of the Senior Finance Parties and securing such Grantor’s Secured Obligations, shall be junior to no other Security Interest (but may be junior to Permitted Security).

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 and such asset is material if 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 Intellectual Property Security Agreement

The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Security Agent pursuant to the Intellectual Property Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Intellectual Property 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 EUROPEAN POOLS SAS

By: 
Name:
Title:

ZODIAC INTERNATIONAL SAS

By: 
Name:
Title:

ACCEPTED AND AGREED:
ING BANK N.V., as Security Agent

By 
Name:
Title:

SCHEDULE I

COPYRIGHT REGISTRATIONS

(A) REGISTERED COPYRIGHTS AND COPYRIGHT APPLICATIONS

<u>Title</u>	<u>Copyright Reg. No.</u>	<u>Date</u>
--------------	---------------------------	-------------

None.

(B) COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date</u>
--------------------------	----------------	-------------

None.

SCHEDULE II
PATENT REGISTRATIONS

(C) REGISTERED PATENTS & PATENT APPLICATIONS

Grantor	Title	Reg. No. or Appln. No.	Date
ZODIAC EUROPEAN POOLS SAS	Coverable above-ground pool	6,606,752	Aug 19, 2003
	Above-ground self-supporting swimming pool	6,738,993	May 25, 2004
	Free standing swimming pool with rigid wall and coping	11/093 532	March 30, 2005
	Above-ground swimming pool with a rigid structure	6,795,986	Sept 28, 2004
	Coping for swimming pool, particularly an above ground swimming pool and process for its productions	10/753 680	January 8, 2004
	Quick coupling for a hose	6,264,248	July 24, 2001
	Floating weir skimmer for a flexible-walled above-ground pool	6,701,542	March 9, 2004
	Water catchment device floating at the surface of a basin and supplying a pumping system	6,224,753	May 1, 2001
	Ladder, in particular swimming pool ladder	10/094293	March 8, 2002
	Swimming Pool	D484611	January 6, 2003
Swimming Pool	D485618	January 20, 2004	

ZODIAC INTERNATIONAL SAS	Handle	239,646	Sept. 30, 2005
	Oarlock	406,256	Jan. 13, 1998
	Boat with perimeter float, particularly a pneumatic life raft	6941887	September 13, 2005
	Inflatable boat having a detachable rigid hull	6983715	January 10, 2006
	Integrated accessory for an inflatable apparatus	7165505	January 23, 2007
	Device for survival at sea	5630740	May 20, 1997
	Device for removably attaching an oar to a boat	6595816	July 22, 2003
	Davit-launched life raft	7069874	July 4, 2006
	Inflatable boat operating as a catamaran, and having improved stability	5544612	August 13, 1996
	Device for attaching a flexible linear element to an inflatable tube of an inflatable craft	6575798	June 10, 2003
	Device for attaching an oar to an inflatable dinghy	5816873	October 6, 1998
	Mixed-hull inflatable boat	6006690	December 28, 1999
	Pneumatic boat equipped with a stabilizing flap	7004097	February 28, 2006
	Inflatable floor, in particular for an inflatable boat	5868095	February 9, 1999
Inflatable boat	11/607733	January 12, 2006	

	Folding kayak	6263827	July 24, 2001
	Method and device for launching a life raft from a height greater than its maximum launch height	11/481325	July 5, 2006
	Inflatable boat with strengthened attachment of its rear board and method for fitting the latter	5960734	October 5, 1999
	Inflatable boat with strengthened attachment of its rear board and method for fitting the latter	6012410	January 11, 2000
	Inflatable pneumatic enclosure with constrained geometric shape, in particular flat, especially floor for craft	6074261	June 13, 2000
	Floating inflatable device, particularly an inflatable life raft, equipped with venturi inflation means	6494756	December 17, 2002
	Keels of craft	4993342	February 19, 1991
	Inflatable boat with a high pressure inflatable keel	7159529	January 9, 2007
	Pneumatic boat with an inflatable keel	6209476	April 3, 2001
	High-capacity life raft	5993275	November 30, 1999
	Self-righting inflatable life-raft	5927228	July 27, 1999
	Container for pneumatic inflatable life raft, and pneumatic inflatable life raft	6869326	March 22, 2005

	equipped with same		
	Composite-shell pneumatic craft convertible into a closed box	6814020	November 9, 2004
	Mixed hull inflatable craft convertible into a closed box	6089179	July 18, 2000
	Inflatable boat with detachable hull	5943978	August 31, 1999
	Removable and dismountable seat system for standing on a base	5433510	July 18, 1995
	Substantially rigid thermally insulating panel and method for manufacturing it	5731052	March 24, 1998
	Support base for supporting accessories on the flexible wall of an inflatable body and pneumatic boat fitted therewith	6186088	February 13, 2001
	Pneumatic boat arranged for the loading/unloading and transportation of floating loads	7000562	February 21, 2006
	Inflatable small craft	5642685	July 1, 1997
	Pneumatic boat with auxiliary floats	6192822	February 27, 2001
	Pneumatic valve	6089251	July 18, 2000
	Dump-valve device for a craft and pneumatic craft fitted with same	6237639	May 29, 2001
	Automatically operating dump valve device for a boat, particularly a	6164232	December 26, 2000

	life raft		
	Composite hull boat with rigid bottom and inflatable tubular buoyancy element	5131348	July 21, 1992
	Assembly of elements to be used to create a mixed-hull inflatable boat which can be converted into a closed box	5819682	October 13, 1998
	Fast Deployment, High Pressure Inflatable Panels and Watercraft or Other Objects with Armor or Other...	6666124	December 23, 2003
	Watercraft and Inflatable Flooring Therefor	6860220	March 1, 2005
	Accessories for Boats and Systems and Methods for Installation and Removal of Such Accessories	11/299014	December 9, 2005
	Life Raft	11/630652	December 22, 2006
	Support Device for Life Raft Container	11/821172	June 22, 2007

(D) PATENT LICENSES

Grantor	Patent(s) Licensed	Name of Agreement	Parties	Date
ZODIAC EUROPEAN POOLS SAS	5927228 5993275	License of the following US patents (1) 5927228 (self righting inflatable life raft) and (2) 5993275 (high capacity waterraft) by Zodiac International to Viking Life Saving Equipment	(1) Zodiac International (2) Viking Life Saving Equipment	August 30, 2001
	5592702 5083327 5181283	KD License Agreement to grant a license in the following patents to Zodiac European Pools by Zodiac American Pools: (1) 5592702, (2) 5083327 and (3) 5181283.	(1) Zodiac European Pools (2) Zodiac American Pools	August 1, 2004
ZODIAC INTERNATIONAL SAS	5927228	<i>License of US patent 5927228 by Zodiac International to La Société Aerazur</i>	(1) Zodiac International (2) La Société Aerazur	

SCHEDULE III

TRADEMARK REGISTRATIONS

(E) REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Grantor	Mark	Reg. No. or Appln. No.	Date
ZODIAC EUROPEAN POOLS SAS	AZTECK	3104199	December 17, 2004
	KD TECK	79035549	November 3, 2006
	MAXIWOOD	3073833	September 14, 2004
	SEVYLOR	1093711	June 20, 1978
	AQUASPHERE	78713827	September 15, 2005
	AQUASPHERE Long Life Pool Equipment (and design)	78713819	September 15, 2005
ZODIAC INTERNATIONAL SAS	AVON (Logo + Dessin bateau)	3 062 044	28/02/2006
	CADET	2 032 252	11/04/2007
	FAST ROLLER (dénomination)	2 365 924	11/07/2000
	FC-470	3 086 169	25/04/2006
	FISH N'HUNT BY ZODIAC	1 895 894	25/05/2005
	FUTURA (dénomination)	in progress	En cours
	LIGHT ROLLER	861 960	04/02/2005
	MADE FOR LIFE	2 879 115	31/08/2004
	MAX (VIGNETTE)	861 943	03/02/2005
	MEDLINE (dénomination)	2 340 318	11/04/2000
	PROJET (dénomination)	1 721 737	06/10/2002
	RIBSTER (dénomination)	2 436 358	20/03/2001
	RIB-STICK	2 761 672	09/09/2003
	SEA RIB	3 169 039	07/11/2006

	SHARC DUOTEX	913 327	01/12/2006
	YACHTLINE (dénomination)	2 678 551	21/01/2003
	THERMO BONDING (dénomination)	2 432 344	27/02/2001
	YACHTLINE (vignette)	2 711 668	29/04/2003
	Z + ZODIAC (vignette)	1 752 414	15/01/2003
	Z + ZODIAC (vignette)	3 494 344	26/07/2004
	ZODIAC (dénomination)	1 753 657	23/02/2003
	ZODIAC (dénomination)	680 330	21/09/1999

(F) TRADEMARK LICENSES

Grantor	Trademarks(s) Licensed	Name of Agreement	Parties	Date
ZODIAC EUROPEAN POOLS SAS	AVON	License of the trademark AVON by AVON Inflatables Limited to Zodiac International	(1) Zodiac International (2) Avon Inflatables Limited	September 1, 2000
	MAXIWOOD	License of the trademark MAXIWOOD by Zodiac European Pools to Produits de Piscines Vogue pools, Inc.	(1) Zodiac European Pools (2) Produits de Piscines Vogue pools, Inc.	February 15, 2007
	Dumb Pool Quick Snap Pool EZ Pool KD Unisteam "K-D" and/or "KD" KD Products K-D Konvertible Simpool Royalty Series Desert Series Classic Series Porta Pool	KD License Agreement to grant use of the following trademarks to Zodiac European Pools by Zodiac American Pools: (1) Dumb Pool (2) Quick Snap Pool, (3) EZ Pool, (4) KD Unisteam, (5) "K-D" and/or "KD, (6) KD Products, (7) K-D Konvertible, (8) Simpool, (9) Royalty Series, (10) Desert Series (11) Classic Series and (12) Porta Pool	(1) Zodiac European Pools (2) <i>Zodiac American Pools</i>	August 1, 2004
ZODIAC INTERNATIONAL SAS	None			